

GENERAL TERMS AND CONDITIONS WHISTLEBLOWING SYSTEM



Compliance.One GmbH (hereinafter "Contractor") has developed a web-based whistleblowing system ("Software") and makes it available to the Client as SaaS.

These General Terms and Conditions apply to the use of the software and the provision of supplementary services ("Services").

1. Rights of Use

- 1.1** Subject to the condition precedent of full payment of the agreed remuneration, the Contractor shall grant the Client the paid, worldwide, non-exclusive and non-transferable right to use the Software as intended within the scope of the contractual provisions for the term of the contract. The Contractor shall make the Software available for remote access in a secure system environment in a logically separate account. The Client shall not receive any rights to the source code of the software. The Software shall not be transferred to the Client. The software shall be made available to the Client in its current version/release.
- 1.2** The Client may only use the software for its own purposes. Use for the Client's own purposes includes the intended use of the Software for the client's purposes and the processing of the Client's data. It does not include the use of the Software for third parties, for example as a service provider or any other transfer or brokering of use to third parties. Affiliated companies within the meaning of Section 15 AktG (German Stock Market Act) are not regarded as third parties. Use for affiliated companies is permitted within the scope of the contractual provisions. The Software may be used in accordance with the number of locations and/or users agreed in the respective order. Shared use of the Software by different users under a joint account is excluded. The Client is responsible for the use of the Software by its users and all damages caused by negligent or intentional breaches of duty by its users.
- 1.3** Unless otherwise agreed, all rights to Software and Services provided by the Contractor or developed under this contract are the sole property of the Contractor. All rights to any kind of modification, development or improvement of the products or services carried out by the Client shall also be the exclusive property of the Contractor.
- 1.4** The Software may contain open source software components. The use of these components is exclusively subject to the corresponding terms of use of the open source software components. No provision of this Agreement shall affect the rights or obligations of the Client arising from the corresponding terms of use of the open source software components. In the event of contradictions or conflicting provisions between the license terms of the open source software and the provisions of this contract, the license terms of the open source software shall take precedence.
- 1.5** The right to use the Software also extends to fixes, patches, developments and updates that the Contractor makes available to the Client. The right to updates does not include the right to use new/additional products and functionalities that are made available as a separate product/module.
- 1.6** Unless otherwise agreed or prescribed by mandatory law or applicable open source software terms of use, the client is not entitled to
 - to copy the Software beyond the extent required for contractual use, either in whole or in part;
 - to modify, correct, adapt, translate, improve or otherwise make derivative developments to the Software;
 - to rent, lend, sell, license, transfer or otherwise make the Software available to third parties;
 - reverse engineer, decompile, disassemble or otherwise attempt to decipher the source code of the Software, in whole or in part;
 - circumvent or violate any security features or protection mechanisms contained in or used for the Software;
 - to take measures that are likely to cause damage to the Software or the Contractor's servers;



- remove, delete, erase, alter, obscure, translate, combine, add to or otherwise modify any trademarks, documentation, warranties, disclaimers or other rights, such as intellectual property, marks, notices, labels or serial numbers associated with the Software or documentation;
- use the Software in a manner that violates applicable law and/or the rights of third parties; and/or
- to use the Software for the purposes of benchmarking or competitive analysis of the Software, for the development, use or provision of a competing software product or competing services or for any other purpose that is detrimental to the Contractor.

2. Obligations of the Client

- 2.1** The Client shall support the Contractor to a reasonable extent in the provision of the contractual services. The Client shall, without being requested to do so, provide in advance all cooperation, information, data, files and materials that are necessary for the Contractor to fulfill its contractual obligations. If the Client 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 Client. The Contractor shall inform the Client of its inadequate or untimely cooperation and set a reasonable deadline for subsequent performance. If the Client 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 shall be borne by the Contractor. If the grace period expires without result, the software or service concerned shall be deemed to have been provided or rendered.
- 2.2** The Customer is responsible for (i) appropriate security processes, tools and controls for systems and networks interacting with the Software, (ii) determining whether the technical and organizational data protection and data security measures provided by the Contractor meet the Customer's specific requirements; (iii) the appropriate internal training of users and the provision of internal technical support.

3. Services

- 3.1** Individual services (in particular configuration, customization and development) shall be remunerated as defined in the respective order and shall be invoiced at the end of the calendar month in which they are provided. Unless otherwise agreed, reasonable travel expenses shall be borne by the Client on a time and material basis and invoiced monthly.
- 3.2** The Contractor reserves all rights to work results that are created during the provision of services. This includes, in particular, software/code, interfaces, methods, processes and templates that are used, created or modified by the Contractor. The Contractor grants the Client a non-exclusive, non-transferable right to use such work results for its own purposes in accordance with Section 1 of these GTC.

4. Warranty

- 4.1** Software and Services are provided or rendered by the Contractor free of defects and, when used as intended, 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 Client 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 Client's claims for defects shall initially be limited to subsequent performance. The Client 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 Client 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. Availability and Support (SLA)

- 5.1** Support includes assistance and advice to the Client in resolving problems in the use of the Software, including the review, diagnosis and correction of significant defects and errors in the Software and



the provision of bug fixes, corrections, modifications, changes, enhancements, upgrades and new versions of the Software (updates) to ensure the functionality of the Software.

- 5.2** Support does not extend to problems with or damage to the Software to the extent caused by (i) negligence, misuse or improper operation by Customer, (ii) operation, use of the Software not in accordance with the Documentation or failure to comply with the specifications or limitations provided by Contractor; (iii) modifications to the Software not made or authorized by Contractor; (iv) acts of third parties; (v) third party products; and/or (vi) force majeure.
- 5.3** For each request/malfunction report, the Contractor shall, at its own discretion, indicate a priority in accordance with the criteria defined below. The Contractor may combine redundant fault reports from the Client that relate to the same fault into one fault report.
- 5.4** The Contractor guarantees the availability and response times specified below for support. The response time is the time between the first request/error report by the Client (by telephone or electronically) and the first response (by telephone or electronically) from the Contractor. Only time intervals during the availability times are relevant for the response time.

Availability	Working days (except Saturdays) 9:00 - 18:00 (CET)
Telephone	+49 (89) 58804323-0
E-mail	support@compliance.one
Languages	German, English

Priority	Description	Response time
1 - Show Stopper	Software does not work completely or in essential parts	3 hours
2 - Critical	Functionalities of the software partially not given or not as described and thus significant impairment of the functionality or usability of the entire software	8 hours
3 - Major	Functionalities of the software partially not given or not as described and therefore only non-significant impairment of the functionality or usability of the software	48 hours
4 - Minor	Functionality of the software not impaired, general question	1 week

The Client shall define a support coordinator. Only the support coordinator will contact the Contractor regarding support or report faults.

- 5.5** The Contractor shall make the Software available to the Client with an availability of at least 99.5% of the respective calendar month (hereinafter "minimum availability"). In this context, the software is available if there is an uninterrupted connection between the servers on which the software is hosted and the transfer point to the Internet and the Client is able to log in and access the software. The minimum availability does not apply to test and development servers.
- 5.6** The Contractor shall be entitled to access the Software in order to verify the Client's compliance with the terms of use of the Software, including the remuneration; to carry out diagnostics and analyses and to adjust and optimize the settings of the Software in order to improve the performance and/or security of the Software, provided that these adjustments do not have a negative impact on the Client's use of the Software. The Contractor is also entitled to collect system/metadata about the use of the Software in order to use it in the context of identifying and remedying potential defects and errors in the Software, to create statistical analyses and to support and optimize the development of the Software. The Contractor will not process any personal data of users/reporting officers or whistleblowers or other persons who are the subject of reports.

6. Service Provision

- 6.1** The Client requires a current standard web browser to use the Software. The Client is responsible for the provision and operation of all hardware and operating software as well as for the provision of the required Internet connection.
- 6.2** Software and other work results shall be deemed to have been handed over as soon as they have been made available to the client. Services shall be deemed to have been provided as soon as the respective service has been completed. Support/maintenance shall be deemed to have been provided on a monthly pro rata basis as time passes.
- 6.3** Unless otherwise agreed, Software and Services shall not be subject to separate acceptance by the Client, but shall be deemed accepted upon delivery. If acceptance has been contractually agreed and the Client has not complied with the acceptance schedule or test plan, or if there is no such test plan



or time limit for tests and acceptance, the Software and Services shall be deemed to have been accepted ten working days after handover.

- 6.4** The Contractor is entitled to use subcontractors or other vicarious agents (collectively referred to as "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 Client. The Contractor shall be liable for any poor performance by a subcontractor as if it were its own fault.

7. Payment Terms

Unless otherwise agreed, software shall be invoiced annually in advance upon delivery. The Client shall pay invoices within 14 days of the invoice date without discount or other deductions. Unless otherwise agreed, the indication of an order number or purchase order number on the invoice is not a prerequisite for the payment obligation. In the event of late payment, interest on arrears shall be due at the statutory rate. The Contractor is entitled to temporarily deactivate the Client's access to the software in the event of a delay in payment of more than 30 days until the overdue invoice has been paid. The prices quoted do not include VAT or other taxes. These will be invoiced separately to the Client if applicable.

8. Limitation of Liability

- 8.1** The Contractor shall only be liable for simple negligence, both for its own conduct and for attributable conduct, if material 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 client regularly relies.
- 8.2** For the aforementioned cases of limited liability, this is additionally limited to EUR 50,000 per contract year.
- 8.3** 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.
- 8.4** The limitations of liability shall not apply to claims for 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.
- 8.5** If the Client 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 Client had properly and regularly backed up data.

9. Confidentiality

- 9.1** Each of the parties undertakes to treat as confidential all information received within the scope of the contractual cooperation which (a) is marked as "confidential" or "secret" or with an equivalent reference or is verbally designated as confidential; (b) is to be regarded as confidential due to its content; or (c) is derived from confidential information which has been made available; to use it exclusively for the purposes of the contractual cooperation, to treat it confidentially and to protect it from disclosure to unauthorized third parties. This confidentiality obligation shall be imposed on all persons entrusted with the execution of this contract.
- 9.2** The confidentiality obligation does not apply to information that (a) is publicly available or subsequently becomes publicly available or was already known to the other party when the contract was concluded; (b) was developed independently and autonomously by the other party; (c) was disclosed to the other party by a third party who is not subject to a confidentiality obligation, or (d) must be disclosed due to statutory provisions or official or court orders (in this case, the party concerned must be informed of this immediately).

10. Customer Data and Indemnification Against Third-party Claims

As a technical service provider, the Contractor stores and processes content and data for the Client. The Client is responsible for all data and content processed by it, its users or third parties using the software, as well as any legal positions that may be required for this. In this context, the Client



undertakes to indemnify the Contractor against any liability and any costs, including potential 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.

11. Data Protection

- 11.1** The Contractor processes personal data of the contact persons in the company provided in connection with the creation of an account in relation to the users of the software (surname, first name, e-mail address, telephone number, password) and personal data relating to the use of the software (log files). This personal data is processed by the Contractor as the controller in order to enable users to use the Software. This personal data is processed for the fulfillment of the contract between the Client and the Contractor, the legal basis is Art. 6 (1) lit. b) GDPR. With regard to the rights of data subjects in this regard and other information obligations, please refer to the privacy policy on the Contractor's website.
- 11.2** The Contractor processes personal data of data subjects who use the software to report grievances and violations of the law in the Customer's company as a processor on the instructions of the Customer. This data processing is governed by the **Data Processing Agreement** between the parties, which is available at www.compliance.one/legal and is expressly incorporated into these GTC and the contract between the parties. If the parties have expressly concluded a data processing agreement, this expressly concluded data processing agreement shall take precedence.

12. Term

- 12.1** The term of the respective order is agreed in the respective order. Terminations must always be made in writing; e-mail is not sufficient.
- 12.2** 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.
- 12.3** 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.

13. Miscellaneous

- 13.1** This contract is subject to German law. 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 that Munich shall be the general place of jurisdiction.
- 13.2** The Contractor has the right to publicly state the fact that the Client uses its software or is its customer and to use the Client's name and logo for this purpose in its marketing materials, including on the Internet on its website and/or on its social media pages. Any other use of the Client's name or logo requires the Client's prior consent.
- 13.3** All notifications under this contract must be made in writing and become effective upon first delivery.
- 13.4** The Contractor may make changes to these GTC if these become necessary due to changed circumstances, such as 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.