GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (**"GTCs"**) govern the relationship between Appinio GmbH Ballindamm 3 20095 Hamburg, Germany (**"Appinio"**) and the **"Customer"** regarding the use of the Appinio Services accessed via the Appinio Platform and as further described in Section 1 below. These GTCs shall govern the relationship between Appinio and the Customer and shall be the sole agreement between the Parties in relation to the services being provided by Appinio to the Customer. These GTCs shall also apply to any and all future services provided by Appinio to the Customer, regardless of whether the Customer has not provided express consent. . Appinio does not recognize, nor does it accept, any other terms and conditions that may be provided by Customer.

Appinio offers its services only to companies within the meaning of § 14 of the German Civil Code ("BGB"). These GTCs shall only apply if the Customer is a company within the meaning of § 14 BGB, a legal entity under public law or a special fund under public law.

1. Appinio Services

1.1. **Custom Research:** Appinio offers services that enable companies to obtain consumer insights from target groups relevant to them. For this purpose, Appinio provides a website (**"the Appinio Platform"**) which allows Customers to create their own questionnaires surveys based on different parameters and types of surveys. Once the surveys have been created, they are then delivered either by Appinio to its panelists and/or to panelists from external panels or by the Customer itself to his own target group (**"Link Surveys"**). Upon completion of the survey, the Customer receives the results and insights from the surveys (**"Custom Research"**).

1.2. **Industry Reports:** In addition to the Custom Research, the Customer will also have unlimited access to all Appinio industry reports as created by Appinio from time to time and which are accessible and downloadable via the Appinio website (**"Industry Reports"**).

1.3. **Research Consulting:** Customers may elect to use Appinio's research consulting services, which services entail an Appinio Research Consultant being appointed to the Customer who shall assist the Customer with the compilation of their surveys from a market research and methodology perspective. Notwithstanding the above, the Customer shall be solely responsible and liable for the content of any survey and at no time shall Appinio be liable for the content, accuracy and/or legality of any survey created by the Customer.

1.4. Custom Research, Industry Reports and Research Consulting shall be collectively referred to in these GTCs as **"the Services"**.

2. Registration and Access to the Appinio Platform

2.1. A Customer user must enter a valid corporate email address and password to register on the Appinio Platform. Upon registration the Customer user will receive an email confirming their registration. Once registered, a Customer user will be able access and download Appinio's Industry Reports free of charge.

2.2. The Customer is required to purchase Appinio Credits, as set out in Section 3 below, before it can conduct any Custom Research. When purchasing Appinio Credits, the Customer will be required to provide further information, including the Customer's full company name and registered address as well as the full name of the Company user purchasing the credits on behalf of the Customer.

3. Purchasing Appinio Credits

3.1. Custom Research and Research Consulting within the Appinio Platform is paid for via the use of credits purchased by the Customer.

3.2. Appinio offers the following credit plans:

3.2.1. Research-as-you-go:

Under this plan the Customer purchases credits as and when they need them. The Customer only purchases as many credits as they require for their immediate research needs; and

3.2.2. Prepaid:

3.2.2.1. Under this plan, Appinio offers different Prepaid packages from which the Customer can choose. When purchasing a particular package, the Customer purchases a fixed number of credits. The packages differ in regard to the scope of research, consultancy services included by Appinio and the number of credits purchased.

3.3. The details and prices of the packages set out in section 3.2.2.1 above shall be contained either in the proposal or order documents.

3.4. All sums referred to in these GTCs shall be payable in full without deduction, withholding or set-off and are exclusive of VAT (unless otherwise stated) and any other duty or tax which shall (if and to the extent applicable) be payable by the Customer.

3.5. A written offer made by Appinio in relation to any of the credit packages set out in Section 3.2 will be deemed as accepted where the Customer accepts the offer in writing (email shall suffice). Once the Customer has accepted the offer, a corresponding invoice will be sent to the Customer.

3.6. Unless expressly agreed otherwise in the offer provided to the Customer, the Customer is obliged to pay the agreed price for the credits within 10 (ten) days of receiving the invoice. If the Customer is in delay (*Verzug*) with the payment of the invoice, interest shall be charged at a rate of 9% p.a. above the German base interest rate (*Basiszinssatz*).

3.7. Prepaid Credits are valid for 12 months from the purchase date ("**Credit Package**"). If unused within this period, they will expire the following day ("**Credit Package Term**"). Subject to Section 8.3, credits may not be redeemed for cash.

3.8. Notwithstanding what is contained in Section 3.7 above, in the event that the Customer purchases a subsequent package of credits equaling or exceeding the amount of credits purchased in the Credit Package ("**Subsequent Credits**"), and provided that the Renewal Credits are purchased before the Credit Package Term expires, any credits from the Credit Package that remain unused at the end of the Package Credit Term shall be permitted to rollover into the Renewal Term ("**Rollover Credits**"), which Rollover Credits shall only be valid for a period of three months from the start date of the Renewal Credits term.

4. Use of Appinio Credits

4.1. The amount of credits a Customer may need and use for any given Custom Research survey and/or Research Consulting is *inter alia* dependent on the type of research and service used, the number of surveys and countries selected, the number of questions contained in the survey, and the size and/or parameters of the defined target group.

4.2. The Customer shall be able to access and use their purchased credits immediately upon placing their order through their Appinio agent.

4.3. Appinio shall only deduct the required number of purchased credits from the purchased package once the Customer instructs it to proceed with the applicable survey.

5. Conducting Custom Research

5.1. When a Customer user creates a Custom Research survey for the first time, they will be required to create a user profile, which includes the provision of their contact information, and to buy Credits. Once this has been done and the Customer user clicks the "Checkout and Submit for Review" button, their first survey can be sent to the panelists. The profile created by the Customer user shall be used by that Customer user for all subsequent surveys that Customer may conduct.

5.2. Upon creation of a survey by a Customer, Appinio will deliver the survey to the Customer's defined target group via Appinio's and/or external panels.

5.3. Appinio collects the answers given by the panelists and, based on the parameters set by the Customer and on the type of survey they have selected, will provide these answers together with anonymous demographic and statistical data to the Customer in the form of an analysis report. The type and extent of the demographic and statistical data provided in the analysis is dependent on the settings and information provided by the panelists as well as the settings set by the Customer in the survey and varies on a case-by-case basis. Insofar as the Appinio Platform displays the number of panelists in a specific target group, these figures are non-binding and do not provide any indication of the final coverage of a survey. The number of panelists reached is dependent on the settings selected by the Customer and a minimum number of panelists cannot be guaranteed. In case the number of panelists cannot be reached by Appinio, Appinio will only charge the actual reached number of panelists. Before delivering the results to the Customer, Appinio conducts a quality check of the answers provided by the panelists to ensure that any disingenuous answers are excluded from the report.

5.4. Appinio may, at its sole discretion, review the content of the Customer's Custom Research, however Appinio is not obliged to do so before delivering any Custom Research results to the Customer. It is agreed between the Parties that Appinio shall not be liable for the content of any Custom Research, regardless of whether Appinio reviewed the content and/or results of the Custom Research or not.

5.5. The Customer may access and download the anonymized survey results via their Appinio Profile on the Appinio Platform. Unless otherwise agreed between the parties, at no time shall the Customer have any right to access any of Appinio's users' and/or any other panelist's personal data or any other data that is not provided to the Customer via their Appinio Profile.

5.6. All the Customer's Custom Research shall be stored by Appinio in the Appinio-Customer platform and can be downloaded by the Customer at any time. Where there is no ongoing relationship between the parties, Appinio may, after 18 months of inactivity by the Customer, delete any Custom Research contained on the Appinio platform, unless it is prohibited from applicable law from doing so.

5.7. Appinio reserves the right to change or limit the functionality of the Appinio Platform. The Customer shall be provided with reasonable notice of such changes or limitations and the Customer shall have the right to terminate these GTCs as well as any associated orders effective as of the date on which the changes take effect.

6. Appinio's Duties

6.1. Appinio provides the Customer with access to the Appinio Platform free of charge.

6.2. Appinio strives to ensure an average availability of the Appinio Platform of 98.5% per calendar year. Excluded from this are necessary planned maintenance work as well as disruptions that are beyond the control of Appinio, in particular force majeure, strikes, unforeseeable natural events, pandemics and disruptions at suppliers.

7. Customer's Duties

7.1. The Customer users are obliged to keep any access information to the Appinio Platform safe and not to pass them on to any third parties. The Customer is responsible for ensuring that its users comply with this obligation.

7.2. While using the Appinio Platform the Customer shall ensure that its users refrain from any actions that could endanger the stability, integrity and security of the technical systems of the Appinio Platform.

7.3. The Appinio Platform may only be accessed via a Web browser. The readout of data by means of "screen scraping" is prohibited without the prior written express consent of Appinio.

7.4. The Customer shall ensure that its users refrain from uploading any viruses or files which could potentially pose a threat to the Appinio Platform.

7.5. The Customer undertakes to comply with all applicable laws and/or regulations. Customers may not assign, transfer, sublicense or otherwise dispose of any of its rights under these GTCs to any direct or indirect competitor of Appinio.

7.6. The Customer guarantees that the surveys it creates comply with all legal requirements, in particular copyright, trademark and/or competition law regulations. The Customer further guarantees that its surveys do not offend common decency, contain any offensive, pornographic or violence-glorifying content and do not contradict the platform requirements of Apple (https://developer.apple.com/app-store/review/guidelines/#safety), Google (https://support.google.com/googleplay/android-developer/topic/9877065) or Microsoft for mobile applications and do not attempt to deceive or mislead panelists.

8. Term and Termination

8.1. These GTCs shall remain valid for an indefinite period of time until they are terminated by either party with a notice period of two months to the end of a month or until all applicable orders come to an end. Notwithstanding the above, Prepaid packages shall be assigned the effective date contained in the respective order and they shall have a term of twelve (12) months from their effective date ("Package Effective Date").

8.2. Either Party may terminate these GTCs at any time for good cause. Good cause shall also include:

8.2.1. insolvency;

8.2.2. fraudulent or criminal activities; or

8.2.3. where there is a material breach of these GTCs and the breaching party fails to remedy such breach within 30 days of being put on notice by the aggrieved party.

Good cause for termination by Appinio shall also include, but not be limited to, a violation by the Customer of Sections 7.1-7.6 of these GTCs.

8.3. Where Appinio terminates these GTCs and/or any order without having good cause to do so, or where the Customer terminates these GTCs having good cause to do so, Appinio shall reimburse the Customer the price of any unused credits as at the date of termination, minus any discounts that had been granted by Appinio to the Customer.

8.4. Appinio is entitled to suspend a Customer's users accounts and deny access to the Appinio Platform where the Customer has breached Sections 7.1- 7.6 of these GTCs; or where the Customer is more than two weeks in arrears with a payment or if a good cause as defined in Section 8.2 exists.

9. Data Protection and IT-Security

9.1. Appinio collects and processes data in accordance with German and European data protection laws. Appinio transmits the results of surveys to the Customer in aggregated form only, which do not contain any personal data. At no time can Appinio or the Customer re-identify an individual from the transmitted data (survey results).

To the extent that the Appinio Platform does process information, on behalf of the Customer, that qualifies as personal data, Appinio shall process such personal data in accordance with our standard data processing agreement (DPA) available under https://research.appinio.com/assets/documents/dpa/dpa_en.pdf .

9.2. The Customer instructs Appinio to obtain consent on its behalf pursuant to Art. 6 lit 1. (a) GDPR, insofar as such consent is necessary for the processing of personal data. Furthermore, Appinio is instructed to receive the revocation of consent on behalf of the Customer.

9.3. Appinio is committed to protecting the security of its systems and customer data. Where Appinio's systems rely on third party components, Appinio does its best to ensure these are secure as well. Appinio's services meet the legal and regulatory requirements. Appinio has implemented robust security measures to prevent unauthorized access, use, alteration, or destruction of data. Appinio identifies and addresses security incidents in a timely manner. Its systems are regularly monitored for vulnerabilities, assessed and certified by an independent third party and updated with the latest security patches. Appinio's employees are trained on security best practices and are required to adhere to strict security policies.

9.4. Appinio is committed to maintaining high availability of its systems and services. Appinio has implemented redundant systems and procedures to minimize the impact of any potential disruptions. Appinio regularly tests and monitors our systems to ensure they are functioning properly. In the event of a disruption, Appinio will work quickly to restore service and provide updates to customers on the status of the issue.

10. Proprietary Rights and Rights of Use

10.1 Notwithstanding any other terms contained in these GTCs, Appinio shall retain all right, title and interest in the Appinio Platform, Industry Reports, Appinio questionnaires and the aggregated and/or anonymized data contained therein, provided that such data does not reveal the identity or traits of any particular individual person or contain any Customer data (**"Appinio IP"**).

10.2 Appinio hereby grants the Customer, unlimited in time, space and content, exclusive rights of use of the survey results/custom research results for the Customer (**"Results"**), in particular rights of use of any copyrights and related rights in terms of copyright and other intellectual property rights. The Customer shall have a worldwide, non-exclusive and unlimited license to use and reproduce Appinio's Industry Reports.

10.3 This granting of rights includes, in particular, the right to use the Results in physical and non-physical form to reproduce them publicly, to duplicate them, to distribute them, to record them in digital or analog form on image, data and sound carriers of all kinds and to reproduce and distribute these recordings in turn.

10.4 All of the above rights to the Results shall be assigned to the Customer as exclusive rights at the latest at the time of their creation. The Customer may edit and modify Results and other performances created within the scope of the Custom Research and may reproduce, publish and distribute the edited or modified Results. In the event that the Customer creates any modifications and/or derivative works from the Results and/or Industry

Reports, Appinio shall not be liable for any misrepresentations, inaccuracies and/or other content contained in those derivatives works.

10.5 The Customer grants Appinio, its affiliates and subcontractors a worldwide, time-limited, non-exclusive right to store, host, reproduce and maintain and process the Results, to the extent necessary for Appinio to perform its services for the Customer and in accordance with Section 11 below.

10.6 The Customer grants Appinio the right to use the Company's name and logo as a reference for marketing and/or promotional purposes on the Appinio website and in other public and private communications, subject to the Customer's standard trademark usage guidelines as provided to Appinio from time to time. Where the Customer does not want Appinio to use their Company name or trademarks as mentioned above, then the Customer must explicitly advise Appinio in writing accordingly.

11. Feedback and Training

11.1. Definitions:

11.1.1. **AI Model(s)**: Refers to any artificial intelligence system, computational construct or algorithm developed, designed, trained, or fine-tuned by Appinio, including but not limited to machine learning models, large language models, and other computational models. An AI Model processes Training Data to perform tasks such as, but not limited to, generating responses, identifying patterns, making predictions, or improving service capabilities. For the purposes of this agreement, the AI Model may include enhancements and updates made over time.

11.1.2. **Input Data**: Refers to any data, content, or materials provided by the Customer to Appinio, which may be used by Appinio for the operation, training, or improvement of Appinio's software and underlying AI Models. Input Data will only be used for training if anonymized and aggregated, following GDPR and other privacy laws.

11.1.3. **Feedback**: Any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by the Customer or its users relating to Appinio's software, services, or AI models.

11.1.4. **Training Data**: Data used to train and improve AI Models which shall consist of anonymized and aggregated Input Data. The Customer acknowledges that, given the nature of the anonymization and aggregation processes, on rare occasions, errors in anonymization and aggregation may occur. With the Training Data, Appinio shall create a "Training Data Pool", which shall be made up of Training Data from Appinio's customers.

11.2. Use of Feedback:

The Customer agrees that any Feedback provided to Appinio is given voluntarily and on a non-confidential basis. The Customer hereby grants Appinio a perpetual, worldwide, royalty-free, transferable, and sublicensable license to use, disclose, reproduce, license, distribute, and otherwise utilize such Feedback for the purpose of improving and further developing Appinio's products, services, and business operations, without any obligation to compensate the Customer. The Customer represents that it has the necessary rights to provide such Feedback and that the use of the Feedback by Appinio does not and will not infringe upon any third-party rights. The Customer represents that it has the necessary rights to provide such Feedback and that the use of the Feedback by Appinio does not and will not violate any third-party rights.

11.3. Use of Input Data for AI Training:

11.3.1. The Customer authorizes Appinio to use its Input Data in the creation of a portion of the Training Data, which Training Data may be used by Appinio for the purposes of training, fine-tuning, and enhancing the performance of Appinio's AI Models and subject to (i) any applicable laws and data privacy obligations; and (ii) Appinio anonymizing and aggregating the Input Data. Should the Customer wish to opt out of the aforegoing, it must inform Appinio in writing accordingly. The opt-out must be sent to legal@appinio.com.
Where the Customer elects to opt out of its anonymized and/or aggregated data being used for the purposes set out in this clause, it acknowledges that such opt out may impact the functionality of certain services it wishes to use.

11.3.2. Appinio holds comprehensive usage rights to the training data pool, which consists exclusively of anonymized and aggregated data. Appinio is authorized to use this data at its discretion, in compliance with applicable data protection laws and security standards, but solely for the purpose of developing and improving its AI models. The use of this data is limited to the period necessary to achieve this purpose.

11.3.3. Appinio shall ensure that any Input Data used for training is anonymized and aggregated, and no personally identifiable information (personal data or PII) distinctive names, trademarks and/or branding of the Customer's end-users is retained, unless this has been explicitly agreed to by the Customer and is permitted by relevant privacy regulations. Appinio shall perform anonymization of the personally identifiable information to a standard that reasonably prevents re-identification, adhering to GDPR and other relevant privacy regulations.

11.3.4. Appinio undertakes to store the Training Data contained in the Training Data Pool securely and to restrict access only to those personnel authorised to work on AI Models and/or AI Model improvement. Appinio will not use nor share the Training Data beyond the use set out in this Section 11. Appinio may retain Training Data for as long as necessary to fulfill the purpose of model improvement, or as required by applicable law.

11.3.5. Due to the nature of AI models, outputs generated for different users may be similar or even identical, especially when inputs are similar or alike. As such the Customer is hereby informed that the output generated from the AI product offered by Appinio may not be unique and other users may receive similar content through their use of the same AI product offered by Appinio.

11.4. Data Responsibility:

11.4.1. The Customer is solely responsible for ensuring that any Input Data shared with Appinio complies with applicable laws and regulations, including those related to data privacy, data protection, and intellectual property rights.

11.4.2. Appinio makes no warranties or representations regarding the fitness of the Input Data provided by the Customer for training purposes.

12. Confidentiality

12.1. Each Party may from time to time during the term of these GTCs disclose (the "Disclosing Party") to the other party (the "Receiving Party") certain non-public or proprietary information, communication or data related to a party's business, products, or services, which the Disclosing Party identifies as confidential or which is of such a nature that the Receiving Party should reasonably understand that the Disclosing Party desires to protect such information against unrestricted disclosure or use, including information owned by third parties. Confidential information includes, but is not limited to, algorithms, data-sets, data compositions, audit reports, business plans, business records, commercial information, computer programs, contracts, data-centre designs, diagrams, draft publications, drawings, financial information, ideas, machine readable data, market

projections, marketing information, methods, offers, operational data, opinions, plans, pricing information, procedures, processes, product development plans, product information programs, projections, proposals, research data, research plans, samples, source code for computer programs, strategies, tax bills, technical information and test data ("Confidential Information").

12.2. The obligations of confidentiality do not extend to any Confidential Information which the Receiving Party can show: (i) is or has become generally available to the public other than as a result of a breach of the obligations of confidentiality under this agreement; or (ii) was in written records prior to the Effective Date and not subject to confidentiality obligations; or (iii) was or is disclosed by a third party entitled to disclose such information; or (iv) the parties agree in writing that the information is not Confidential Information or that the information may be disclosed; or (V) is required to be disclosed under any applicable laws, or by the order of a court or governmental body or authority of a competent jurisdiction; or (VI) the Receiving Party independently developed the information without using Confidential Information.

12.3. In the event that the Receiving Party is required to disclose any Confidential Information by an order of court or any governmental agency, by law, regulation or judicial or administrative process, the Receiving Party will (I) give prior written notice of such disclosure to the Disclosing Party (if legally permitted to do so) together with a copy of the material that is required to be disclosed; (II) reasonably cooperate with the Disclosing Party at the Disclosing Party's request and expense to resist or limit such disclosure or obtain a protective order; and (III) in the absence of a protective order or other remedy, disclose only that portion of the Confidential Information that is legally required to be disclosed and assure that, if applicable and where permitted, such information shall be treated in a confidential manner.

12.4. Unless otherwise provided for in these GTCs, all Confidential Information is provided without any warranty "as is" and shall remain the sole property of the Disclosing Party and no license or other right to such information is granted under these GTCs. Upon the Disclosing Party's request, all Confidential Information, including copies of such information, must be promptly returned to the Disclosing Party or destroyed. Notwithstanding the aforegoing, the Receiving Party shall be permitted to retain back-up copies of Confidential Information as required by its document retention policy.

13. Liability and Indemnity

13.1. Appinio shall be liable without limitation for damages caused by intent or gross negligence, as well as for damages arising from injury to life, body, or health. This also applies under the provisions of the German Product Liability Act (Produkthaftungsgesetz) and to the extent of any guarantee expressly assumed by Appinio.

13.2. With specific reference to Section 11, Appinio shall not be liable for damages, losses, or claims arising from the processing of Input Data provided by the Customer if such data contains errors, omissions, or infringes upon third-party rights.

13.3. In cases of slight negligence, Appinio shall only be liable for the breach of essential contractual obligations. An essential contractual obligation is an obligation whose fulfillment is essential for the proper performance of the contract and on which the Customer regularly relies and may rely. In such cases, Appinio's liability shall be limited to the typical and foreseeable damages at the time of contract conclusion.

13.4. Appinio shall only be liable for indirect and consequential damages, such as additional expenses, lost profits, or unrealized savings, in cases of intent, gross negligence, or if a guarantee has been assumed. Any further liability of Appinio is excluded.

13.5. Any further liability of Appinio shall be excluded.

13.6. The above limitations of liability shall apply accordingly to the employees, contractors and other vicarious agents of Appinio.

13.7. The Customer shall indemnify Appinio against all claims of third parties, including the necessary costs for legal defense, which are asserted against Appinio due to a culpable violation of these GTCs by the Customer. Should third parties assert any of the abovementioned claims against Appinio, Appinio shall immediately inform the Customer of the asserted claims. The indemnification shall apply accordingly to fines or other official or judicial orders and claims.

13.8. Subject to clause 13.1, the maximum liability of each Party for slight negligence shall, in aggregate per calendar year, not exceed the total amount of fees paid or payable for the Services over the period of 12 (twelve) months immediately preceding the claim, or the prorated amount if the engagement has been for a shorter period of time. Notwithstanding the above, the limitation of liability in this clause 13.5 shall not apply to clause 13.1 nor to any claims from third parties nor to a breach of any third party rights.

13.9. Any failure by a Customer user to comply with these GTCs shall constitute a breach of duty by the Customer, and Appinio shall not be liable for any losses that the Customer or any third party incurs resulting from such breach. The Customer must immediately take all necessary steps, including providing notice to Appinio, to mitigate any compromise in security or unauthorized access and use of the Appinio Platform.

14.Force Majeure

14.1. Neither party shall be liable for any damage caused by delays in performance resulting from acts of God or any other cause beyond the reasonable control of such party, including without limitation and subject to the foregoing, any degradation or delay in performance due to labour disputes, acts of terrorism or war, telecommunications, network or power failures or interruptions, mechanical or electronic breakdowns, pandemics or other significant public health issues, or the failure or substantial failure of the Internet as a whole (“a Force Majeure Event”).

14.2. The affected party shall promptly notify the other party as soon as reasonably possible, in writing, of the reasonable details, including, but not limited to, the duration of the Force Majeure Event.

14.3. The affected party shall use reasonable endeavors to mitigate the effect of the Force Majeure Event, including the performance of the affected obligations under these GTCs and shall keep the other party informed about its progress and ongoing impact of the Force Majeure Event.

15.Modifications

15.1. Appinio can modify and adapt these GTC with effect for the future if there is a valid reason for the modification and insofar as the modifications are reasonable taking into account the interests of both parties. The modification of a major contractual obligation (Hauptleistungspflicht) shall be excluded.

15.2. Appinio will submit the modified GTCs to the Customer at least six (6) weeks before they are planned to come into force. At the same time Appinio will grant the Customer a reasonable period of at least six (6) weeks to declare whether the Customer accepts the modified GTCs for the further use of Appinio's services. If no declaration is made within this period, which begins with the receipt of the notification, the modified GTCs shall be deemed agreed. Appinio shall separately inform the Customer of the legal consequence of the right of objection, the objection period and the consequences of failure to object. If the Customer objects to the modification within the period, the contractual relationship

can be terminated by either party without observing a period of notice. Any existing individual orders are not affected by this. Existing Credits will not be refunded.

16. Miscellaneous

16.1. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

16.2. These GTCs, as well as any orders associated therewith, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, written or oral, concerning their subject matter. No modification, amendment and/or supplement, or waiver of any provision of these GTCs shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions of these GTCs and any addendum hereto or any individual order, individual agreements made with the Customer in individual cases (including order forms, binding proposals etc.) shall take precedence over these GTCs.

11.1 These GTCs are governed by, and construed in accordance with, the substantive laws of Germany and the place of exclusive jurisdiction shall be Hamburg , Germany.

16.3. Insofar as provisions of these GTC should be or become invalid/void or unenforceable in whole or in part for reasons of the law governing general terms and conditions of business pursuant to Sections 305 to 310 of the German Civil Code (*BGB*), the statutory provisions shall apply with respect to these provisions which would have been agreed in accordance with the economic objectives of the contract and the purpose of the GTC if this regulatory gap had been known in advance. Any section and/or clause of these GTCs that expressly or impliedly has an effect after termination, recission or expiration of these GTCs will continue to be enforceable notwithstanding termination, recission or expiration. This applies in any event to Sections 8 (Termination), 9 (Data Protection), 10 (Intellectual Property), 11 (Feedback and Training), 12 (Confidentiality), 13 (Liability) and 16 (Miscellaneous).

March 2025