

## **Terms and Conditions of IntegrityNext for the Customer Account**

The following Terms and Conditions govern the legal relationship between the User ("User" or "Customer") and Integrity Next GmbH ("IntegrityNext") for the use of the platform (hereinafter "IntegrityNext Platform"). Only the provisions in normal print are part of the Terms and Conditions; sections in italics and the bold printed headings are for explanatory and illustrative purposes only and have no regulatory content of their own.

*The following Terms and Conditions are the basis of every contract you enter into with us for the use of the IntegrityNext Platform. The explanations and headings are provided for better understanding. You will notice that our Terms and Conditions are fair and balanced for you and us. These Terms and Conditions apply when the User uses the services of the Platform as a Customer and invites Suppliers to use the IntegrityNext Platform.*

### **How is a contract with IntegrityNext concluded?**

A contract for the use of the IntegrityNext platform for monitoring suppliers for sustainability and compliance between IntegrityNext and the Customer is concluded by the Customer's acceptance of IntegrityNext's offer. The Customer then receives a user profile ("Customer Account").

*Explanation: If you want to use the IntegrityNext platform, create a Customer Account that allows you to invite suppliers and manage your profile.*

### **Can I create a Customer Account and a Supplier Account for my company?**

After receiving the Customer Account, the Customer can also use a free Account as a Supplier ("Supplier Account"). For this purpose, the Customer selects the corresponding function on the IntegrityNext Platform in their Customer Account and confirms the profile with the "Register" button. If a Customer creates a Supplier Account, this does not constitute a separate conclusion of a contract.

*Explanation: If you also want to use the IntegrityNext Platform as a Supplier, you can simply arrange this via the IntegrityNext Platform. For this purpose, you also don't have to accept any further Terms and Conditions.*

### **What is the price for the use of the IntegrityNext Platform for Customers?**

The price for the use of the IntegrityNext Platform for Customers is set out in the offer from IntegrityNext.

*Explanation: IntegrityNext will provide you with an individual offer for your company.*

### **Can I as a Customer add other users (e.g. colleagues)?**

The amount and scope of the Customer's licenses are set forth in the offer from IntegrityNext. A license entitles a natural person ("Named User") to use the Customer's account to the extent set forth in the offer. A Named User is not permitted to pass on the respective individual login data (user name, password) to third parties.

*Explanation: To work as a team on the IntegrityNext Platform, you may add other individuals as Users. Please note that each individual needs a separate account. In your individual offer from IntegrityNext, you can find out the number of licenses you are entitled to use as well as the rights associated with each license (e.g., Power User, View User).*

### **What is the term of the contract und is there a price increase?**

The term shall begin with the acceptance of the offer from IntegrityNext and will continue for the period set forth in the offer ("Initial Term"). Each 12 months period after the expiration of the Initial Term shall be a "Renewal Term". Upon the expiration of the Initial Term, the Contract will be extended by a Renewal Term unless it is terminated by the Customer or IntegrityNext. The price for the use of the IntegrityNext Platform shall increase in accordance with the provisions in the offer from IntegrityNext.

*Explanation: You do not need to do anything else to keep your contract with IntegrityNext. The contract is automatically renewed for another year. The initial -fixed - Term and the price increases by IntegrityNext (e.g., to compensate for increased cost factors) can be found in IntegrityNext's individual offer.*

### **When do I have to pay invoices of IntegrityNext?**

Claims by IntegrityNext must be settled within 30 days of the invoice date without any subtractions. The Customer is obligated to pay upfront; accordingly, invoicing shall take place at the beginning of the Initial Term for the following 12 months and then at the beginning of each 12-month section of the Initial Term or at the beginning of each Renewal Term.

*Explanation: Invoices are issued at the beginning of the Initial Term and then always annually for the following year and are payable within 30 days.*

### **How can I cancel my contract with IntegrityNext?**

Both Parties may terminate the Contract with a written notice period of 3 months to the end of the Initial Term– or in case of extension to the end of the then current Renewal Term; the Customer shall terminate the Contract by email to [termination@integritynext.com](mailto:termination@integritynext.com). The right of both Parties to extraordinarily terminate the Contract (i.e., termination for cause) remains unaffected.

*Explanation: You may cancel your Contract with IntegrityNext to the end of the Initial -fixed - Term with a notice period of 3 months. If the Contract has been extended for a Renewal Term, you may terminate the Contract at the end of the then current Renewal Term with 3 months' notice. For example, if you signed a contract with IntegrityNext on May 1st of one year, you*

*would have to cancel no later than January 31st of the following year at the latest. The termination may be done by email.*

### **What happens with my data upon termination of the contract?**

The Customer agrees that the user data will not be deleted upon termination of the Contract; this does not apply to any personal data in the meaning of the General Data Protection Regulation (GDPR). A complete erasure will only take place at the explicit request of the Customer, which may be addressed to [termination@integritynext.com](mailto:termination@integritynext.com).

*Explanation: Many of our Customers use the IntegrityNext Platform both as a Customer and as a Supplier. To ensure that you do not lose all your data when you terminate your Customer Account (and can continue to use your free Supplier Account), we will only delete your data if you expressly request us to do so. Of course, we will comply with all applicable data protection regulations.*

### **How does the IntegrityNext Platform work?**

The IntegrityNext Platform is an online or SaaS service that enables a natural or legal person or any other entity with legal capacity, in the exercise of their commercial or self-employed professional activity, to determine by answering a questionnaire designed by IntegrityNext in accordance with international standards whether they comply with said international sustainability standards ("**Compliance**"). Furthermore, the Customer can draw conclusions about the Compliance of third parties (Supplier) by inviting them to participate in the IntegrityNext Platform and to answer the questionnaire. In addition, IntegrityNext monitors news reports and other postings from the internet and other networks that allow to draw conclusions about the Supplier's Compliance and subsequently about the Customer's Compliance ("**Critical News**"), (Compliance and Critical News together "**Results**"). IntegrityNext does not verify the accuracy of the information a User enters into the IntegrityNext Platform or the Results based on it. IntegrityNext assumes no responsibility for the accuracy of the information provided by Users of the IntegrityNext Platform or for the Results.

*Explanation: If this is too much "legal talk" - IntegrityNext monitors your Suppliers for compliance with international sustainability standards by means of social media monitoring and supplier self-assessments.*

### **What do I have to consider when filling out the questionnaire?**

The User declares to answer the questionnaire carefully and to the best of his knowledge and assures not to give false information when answering.

*Explanation: It is in the User's own interest to answer the questionnaire truthfully. It is not excluded that, for example, a Customer may claim damages from a Supplier who provides false information.*

### **Who can view the data about my company and which data can I see?**

The Results are only disclosed to Customers of IntegrityNext who have confirmed via the IntegrityNext Platform that they have a business relationship with the Supplier or intend to enter into such a relationship. The Supplier will be informed by IntegrityNext when a Customer accesses the Results for the first time.

If the Customer is not in a business relationship with the Supplier or does not intend to enter into such a relationship, the Supplier may object the further disclosure of the user data to IntegrityNext.

Third parties can only view the Results if a User proactively shares the link to his own Profile provided by the IntegrityNext Platform with third parties.

*Explanation: Only Customers can view the data on their Suppliers. Otherwise, the data will not be shared with third parties, unless a Supplier actively shares the specific link to its own Profile with third parties. This may, for example, be the case if a Supplier wants to advertise its good performance on its own website.*

### **How can I proactively share my Sustainability Profile with other Users?**

IntegrityNext creates short reports ("Sustainability Profile") from the current Results. The User has the right to use the current Sustainability Profile outside the IntegrityNext Platform for business purposes and to publish it to third parties. The publication of the Sustainability Profile must be made exclusively in the form and presentation specified by IntegrityNext and may not be altered by the User.

*Explanation: The Sustainability Profile can be brought to the attention of your Customers. You may also integrate the Sustainability Profile e.g., on the website of your company.*

### **How can I keep the data regarding my company up to date?**

The user data may be edited by the User at any time. Likewise, the questionnaire can be reviewed and re-answered by the User at any time, which may change the Results.

*Explanation: If information regarding your company changes, you may update it at any time on the IntegrityNext Platform. You may also update your answers to the questionnaire at any time. This keeps your company's Profile up to date.*

### **Will my data be treated confidentially?**

IntegrityNext undertakes to treat all commercial, technical or other company related information that is disclosed or made available to IntegrityNext through the business relationship and that is not intended for publication through the use of the IntegrityNext Platform as confidential, to use it exclusively for the purposes of the business relationship and to pass it on only to employees who are obliged to maintain confidentiality.

Confidentiality applies to all information that the Customer discloses or makes available to IntegrityNext, which is expressly designated as confidential or which, due to its content, could be identified by a reasonable third party as business secrets ("**Confidential Information**"). The obligation of confidentiality does not apply or no longer applies to information that can be

proven to (i) be or become publicly available without IntegrityNext being responsible for this, (ii) already existed at IntegrityNext at the time it was obtained, (iii) has been obtained from third parties without breach of a confidentiality obligation, provided that the third party by providing the information does not breach any confidentiality obligation to the knowledge of IntegrityNext, or (iv) has been developed independently by IntegrityNext without recourse to Confidential Information, or (v) the Customer has consented to the disclosure in text form or due to the functioning of the IntegrityNext Platform. IntegrityNext bears the burden of proof for the existence of any of the above exceptions.

IntegrityNext undertakes not to disclose Confidential Information to third parties or make it available in any other form, unless expressly provided otherwise, or unless this is required due to the use and functioning of the IntegrityNext Platform, and to take all reasonable precautions to avoid access by third parties to Confidential Information.

The Customer retains ownership and all other rights to the Confidential Information, whether or not it is protectable. At the request of the Customer, IntegrityNext must return the received Confidential Information as completely as possible, unless it is part of the IntegrityNext Platform. Instead of returning information, IntegrityNext may destroy or delete the Confidential Information. In this case the destruction or deletion must be confirmed in writing upon request. This obligation is excluded with respect to Confidential Information (i) stored in routine backups, (ii) that must be retained by law, regulation, court order, judgment and/or order of a governmental authority, or (iii) copies of Confidential Information retained by IntegrityNext for evidentiary purposes. The confidentiality obligations under this Agreement shall remain unaffected.

*Explanation: IntegrityNext will keep confidential any business secrets you may entrust to IntegrityNext when using the IntegrityNext Platform. Therefore, IntegrityNext proactively subjects itself to a confidentiality obligation. Hence, it is not necessary to conclude a separate confidentiality agreement. In particular, no other User of the IntegrityNext-Platform will be able to see your network of suppliers on the IntegrityNext-Platform.*

### **Does IntegrityNext make business decisions for me?**

The User is solely responsible for his business decisions, including those based on the use of the IntegrityNext Platform or the Results of the User itself or a third party.

*Explanation: Of course, we do not dictate at any time how a company should act. It is up to each User to decide whether to base a decision on the IntegrityNext Platform. Since you are free to make your own business decisions, IntegrityNext assumes no liability if these decisions prove to be disadvantageous. Just as IntegrityNext does not participate in any business success you may achieve using the IntegrityNext Platform.*

### **How does IntegrityNext help me to communicate?**

In case the User uses the communication tools provided on the IntegrityNext Platform, the User is solely responsible for the content of the messages sent via these tools; this also applies to the processing of personal data contained therein. If and to the extent that IntegrityNext provides translations of the messages, these are done automatically with the help of a third-party provider; IntegrityNext shall not be liable for the accuracy of these translations. In order

to view the original, untranslated version of the respective message, the recipient of the message must move the cursor over the message.

*Explanation: IntegrityNext facilitates communication between Customer and Supplier by providing a communication tool. With this tool, messages are automatically translated so that the recipient can view them in the language of their choice. To ensure that there are no inaccuracies or errors in the translation of the message, we always recommend that you also check the original text of the message.*

### **Is the IntegrityNext Platform always available (24/7)?**

IntegrityNext may change, suspend or terminate the Integrity Next Platform if and to the extent that the contractually agreed service is still available to the User. IntegrityNext strives to make the IntegrityNext Platform available to the User as uninterrupted as possible; however, from a technical point of view, a continuous 100% uninterrupted availability of the IntegrityNext Platform cannot be guaranteed. In particular, maintenance, security or capacity issues, as well as events beyond IntegrityNext's control (e.g., disruptions to public communication networks, power failures, etc.) may lead to disruptions or temporary suspension of the IntegrityNext Platform.

*Explanation: In 2022 we have achieved an availability rate of 99.995%. As a result, the IntegrityNext Platform was only unavailable for a few minutes throughout 2022, despite multiple updates each month.*

### **What is the liability of IntegrityNext?**

IntegrityNext is liable without limitation in cases of intent or gross negligence, for injury to life, limb or health, according to the provisions of the Product Liability Act of the Federal Republic of Germany (Produkthaftungsgesetz) and to the extent of a guarantee given by IntegrityNext. In the case of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of IntegrityNext is limited in amount to the damage that is foreseeable and typical for the type of business in question. A further liability of IntegrityNext does not exist. This limitation of liability also applies to the personal liability of IntegrityNext's employees, representatives, bodies and agents. IntegrityNext shall only be liable for the loss of non-personal data up to the amount that would have been incurred if the data had been properly and regularly backed up for recovery. Any further liability of IntegrityNext shall be excluded.

*Explanation: An exclusion of liability is common in business transactions. We have taken care to find a balanced and fair regulation for the liability of IntegrityNext.*

### **Does IntegrityNext use subcontractors?**

IntegrityNext has the right to use subcontractors or vicarious agents at any time to fulfil its contractual obligations towards the User without the User's consent. IntegrityNext shall be liable to the User for the fault of subcontractors as for its own fault.

*Explanation: IntegrityNext cannot provide all services (e.g., web hosting) itself. IntegrityNext will - in its own interest - select subcontractors very carefully and monitor their reliability,*

*because after all, IntegrityNext is liable for any fault of the subcontractors towards the User as if it were its own fault.*

### **What happens in case of force majeure?**

In cases of force majeure, IntegrityNext is excused from performing contractual obligations for the duration and to the extent of the event. Force majeure is any event beyond IntegrityNext's control that prevents IntegrityNext from performing contractual obligations in whole or in part, including fire damage, floods, strikes and lawful lockouts, as well as operational disruptions or governmental orders that are not the fault of IntegrityNext. Supply difficulties and other service disruptions on the part of IntegrityNext's suppliers are only considered force majeure if the supplier is prevented from providing the service for which he is responsible by an event according to sentence 2. IntegrityNext will immediately notify the User of the occurrence as well as the cessation of the force majeure and will make every effort to remedy the force majeure and limit its effects as far as possible. The right of each party to extraordinarily terminate the contract in the event of prolonged force majeure remains unaffected.

*Explanation: In 2022 we had an availability of the IntegrityNext Platform of approximately 99.995%. However, if, for example, an earthquake or fire destroys the IT infrastructure of Amazon Web Services, we will not be able to provide the services. We are therefore released from our service obligations for the duration of force majeure.*

### **What happens if I do not follow the rules of the platform?**

IntegrityNext reserves the right to investigate any suspicion of misuse or material breach of contract, to take appropriate measures and, if necessary, to suspend the User's access to the content if there is a justified suspicion and/or to terminate the contractual relationship without notice in the event of particularly serious breaches. The User shall inform IntegrityNext immediately of any indications of misuse of the IntegrityNext Platform.

*Explanation: If IntegrityNext detects that a User provides incorrect information or uses the services for anti-competitive purposes, IntegrityNext will immediately suspend that User to protect honest Users and terminate the contractual relationship. If you become aware of any misuse of the IntegrityNext Platform, you must notify us immediately - also in your own interest and in the interest of the other Users.*

### **What rights do I get regarding the software or the platform?**

IntegrityNext reserves all intellectual property rights to the IntegrityNext Platform, in particular with regard to the questionnaire, the algorithms intended for the functioning of the IntegrityNext Platform, the methodology, the calculation model, the underlying process, the structure and design of the IntegrityNext Platform, the software used on the IntegrityNext Platform as well as the Results, unless expressly stated otherwise in this Terms and Conditions. IntegrityNext does not grant the Customer any proprietary rights to the software used on the IntegrityNext Platform, in particular to its source code. The Customer is not entitled to copy, edit (including redesigning the software, converting it to other programming languages and for other operating systems), transfer it to other forms of presentation and otherwise change, continue and supplement the software used on the IntegrityNext Platform, distribute it in unchanged or modified form, reproduce it publicly or transfer the rights of use granted under

this usage agreement, whether for payment or free of charge. All rights of use and marketing are the exclusive property of IntegrityNext. The Customer is only entitled to decompile and duplicate the software used on the IntegrityNext Platform if this is required by law.

*Explanation: As a User, you are granted the right to use the IntegrityNext Platform as a service. We have invested a great deal of development effort in the IntegrityNext Platform, so that our developments remain our intellectual property and we do not transfer this intellectual property based on a license contract.*

### **Why do IntegrityNext's Terms and Conditions apply exclusively?**

These Terms and Conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions of the User will only become part of the contract if and to the extent that IntegrityNext has expressly agreed to their validity.

*Explanation: IntegrityNext has tailored these Terms and Conditions to the IntegrityNext Platform and found a fair solution for both parties. IntegrityNext does not have the resources to check for each individual Customer whether his terms and conditions are also suitable for the services of IntegrityNext. Also, a Customer's terms and conditions may not be tailored to the very specific requirements of the IntegrityNext platform, so unfortunately, they often contain inappropriate provisions.*

### **Is there anything else (final provisions)?**

The User is only entitled to a right of set-off if his counterclaims are legally binding or undisputed by IntegrityNext. The law of the Federal Republic of Germany applies exclusively, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive venue for all disputes arising in connection with the IntegrityNext Platform and these Terms and Conditions shall be the courts in Munich, Bavaria, Germany. The Terms and Conditions in German language are exclusively applicable. Translations of these Terms and Conditions are for illustration purposes only. Should single provisions of these Terms and Conditions be or become invalid or void in whole or in part, this shall not affect the validity of the rest of the Terms and Conditions in whole. The Parties undertake to replace the invalid or void provision by a valid provision which comes closest to the intended economic purpose. The same applies in the event of a regulatory gap in these Terms and Conditions. Changes and amendments to these Terms and Conditions must be made in writing. This also applies to the amendment or cancellation of this clause.

*Explanation: We are pleased that you use or wish to use the IntegrityNext Platform. The venue for disputes is Munich, Germany. Should you ever be dissatisfied with our services or have suggestions for improvement, please feel free to contact us at any time. A high level of customer satisfaction is a matter of the heart for the entire IntegrityNext team, including management and founders!*

*Thank you very much for your trust and for using IntegrityNext.*

*Martin Berr-Sorokin  
(CEO IntegrityNext)*