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General terms and condition of the datenschutz cert GmbH

§ 1 General, inclusion of the terms and conditions

- (1) (1) The following general terms and conditions (GTC) become with the conclusion of the contract a supplementary part of every contract concluded with datenschutz cert GmbH.
- (2) The terms and conditions of datenschutz cert GmbH apply exclusively and also in the case of possibly conflicting terms and conditions of the contracting party. Contractual terms and conditions of the contracting party will not be a contractual part even if datenschutz cert GmbH does not expressly contradict them.

§ 2 Subject matter of the contract and service modalities

- (1) The respective subject matter of the contract or the respective service of datenschutz cert GmbH results from the individually concluded contract or from the respective offer of datenschutz cert GmbH as well as, if applicable, from the relevant regulations, standards and accreditation provisions listed therein.

Additional services, which are not listed in the offer and which are instructed by the Customer, will be performed against a separately offered remuneration.

- (2) (2) If a conformity assessment (this is in particular an auditing, assessment, evaluation, verification, inspection, validation, measurement, proof, confirmation, approval, revision, certification, testing, penetration testing, quality sealing) is the subject matter of the contract, a service contract relationship pursuant to §§611 et seq. BGB (German Civil Code). In no case will datenschutz cert GmbH guarantee a positive conformity assessment for the contractual partner or owe it as success.
- (3) Performance deadlines and dates are calculated by estimating the scope of work based on the information provided by the client and are only binding if they are marked as binding by datenschutz cert GmbH in writing.
- (4) Binding deadlines commence when the Customer has submitted the documents and information required for the performance of the agreed service in due time and has fulfilled other necessary obligations to cooperate for the performance of the contract.

- (5) The delivery of work results takes place on the individually agreed date, whereby this date must not be considered a fixed date transaction within the meaning of § 323 paragraph 2 no. 2 of the German Civil Code. The occurrence of events of force majeure does not release datenschutz cert GmbH from the obligation to perform on time.
- (6) In the event that datenschutz cert GmbH does not provide the agreed service within the agreed time, the customer may set a reasonable period, combined with a threat of rejection if no service is provided within this period.
- (7) The place of performance or fulfilment results from the individually concluded contract or from the respective offer of datenschutz cert GmbH or, if applicable, from the regulations, standards or accredited criteria listed therein. If no place is determined, the service of datenschutz cert GmbH is rendered at the place where the responsible vicarious agent or legal representative of datenschutz cert GmbH determines it (e.g. as remote audit or on site at the registered office of the client).

§ 3 Payment modalities and delay of payment

- (1) Invoicing generally takes place according to the progress of the contractually agreed service. If several work packages or partial services have been agreed, partial invoices can be issued by datenschutz cert GmbH to the client after each work package or partial service has been performed, which will be included in the final invoice. If more than 5 working days are agreed upon for the provision of services, datenschutz cert GmbH can demand an advance payment in the amount of 30%.
- (2) If datenschutz cert GmbH does not request an advance on costs, it is entitled to charge 10% of the order amount as an expense allowance if the agreed service is not called by the client within 6 months after the conclusion of the contract or the agreed start of the project or service.
- (3) The relevant billing price for the services rendered by datenschutz cert GmbH results from the most recent offer or the contract concluded in each case. If the scope of services is not specified in writing when the order is placed, the billing is based on the agreed effort.
- (4) All amounts are subject to the applicable statutory of VAT.
- (5) Invoices must be paid no later than 14 days after receipt of the invoice. If the debtor does not pay the invoice of datenschutz cert GmbH or does not pay it in full within this period, the debtor is in default even without a reminder.
- (6) The contracting party is only be entitled to set off counterclaims that have been acknowledged or have become legally binding (res judicata).

- (7) If the customer is in delay with the payment of the invoice, datenschutz cert GmbH is entitled, subject to further claims, to charge an interest rate from the relevant point in time in the amount of 5 % above the amount of the current base rate of the Deutsche Bundesbank (“Basiszinssatz” according to German Civil Code) respective 9% above the current base of the Deutsche Bundesbank plus a default lump sum of 40, - €, if the debtor is not a consumer in the sense of the German Civil Code.
- (8) If the ordering party does not pay the invoice despite a request for payment with a grace period set by datenschutz cert GmbH, or if insolvency proceedings have been opened against the contracting party or have been rejected due to lack of assets, datenschutz cert GmbH is entitled to withdraw from the contract, to revoke any certificates that may have been issued, to demand compensation for damages due to non-fulfillment, and to refuse further service provision

§ 4 Cooperation obligations of the customer

- (1) The Ordering Party must provide datenschutz cert GmbH or the employees commissioned to carry out the project, audit or contract with all documents and information necessary for the performance of the agreed service in a timely manner and free of charge and must fulfill all obligations to cooperate that are necessary for the performance of the contract by datenschutz cert GmbH. If an inspection of systems or an on-site visit within the sphere of influence of the Customer is required for the performance of the contract, the Customer grants corresponding access to this.
- (2) The Customer must name one or more contact persons who will support the employees of datenschutz cert GmbH within the scope of the agreement.
- (3) The Principal must notify datenschutz cert GmbH without delay of any changes affecting the results of the conformity assessment. This includes, in particular, changes to the technical specifications of a service, product or system to be certified or assessed, the company structure or other relevant features within the scope.
- (4) If the client does not fulfil his or her obligations to cooperate necessary for the fulfilment of the contract despite two requests with deadlines, datenschutz cert GmbH is entitled to terminate the contract or to withdraw from the contract according to § 323 BGB (German Civil Code) and to invoice the contractual services rendered up to the time of withdrawal as well as to demand compensation for damages due to non-fulfilment.

§ 5 Contract duration

The duration of the respective contractual relationship results from the individually concluded contract or from the respective offer of datenschutz cert GmbH. If no termination date is specified, the contract ends after completion of the services to be provided by datenschutz cert GmbH, e.g. after completion of the conformity assessment.

§ 6 Warranty rights and termination

Warranty rights due to poor performance by datenschutz cert GmbH are excluded. Any defects in the contractual services of datenschutz cert GmbH must be reported immediately in writing. The right of the contractual partner to terminate the contract according to § 626 BGB (German Civil Code) remains unaffected. The quality of the respective contractual service by datenschutz cert GmbH is determined by the underlying contract or offer and the relevant regulations, standards and accreditation provisions listed therein.

§ 7 Rights of Use, Intellectual Property and Third Party Rights

- (1) With the delivery of work results within the scope of the contractual service, datenschutz cert GmbH transfers to the contractual partner only simple rights of use to the extent necessary to achieve the purpose of the contract, in no case license rights to the intellectual property (industrial property rights and copyrights) of datenschutz cert GmbH and third parties. datenschutz cert GmbH reserves all rights for the internal use of the work results in the same or modified form.
- (2) Contractual partners of datenschutz cert GmbH are prohibited from making changes to the intellectual property of datenschutz cert GmbH or to the results of the contract (e.g. criteria catalogs, expert opinions, reports, documents, certificates, seals, logos, word/figurative marks of datenschutz cert GmbH). Furthermore, rights of use obtained by datenschutz cert GmbH may not be transferred to third parties for third party use or third party use by a contractual partner of datenschutz cert GmbH may not be permitted. The same apply to the intellectual property of third parties.
- (3) All copyrights to the works created by datenschutz cert GmbH, its employees and commissioned third parties (in particular catalogs of criteria, offers, reports, analyses, expert opinions, organizational plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, documents, seminar and workshop contents, presentations, question answers, etc.) remain with datenschutz cert GmbH. They may be used by the contractual partner during and after termination of the contractual relationship exclusively for purposes covered

by the contract. In this respect, the Client is not entitled to reproduce and/or distribute the work(s) without the Contractor's express consent. Under no circumstances an unauthorized reproduction/dissemination of the work results in a liability of datenschutz cert GmbH - in particular for the correctness of the work - towards third parties.

- (4) datenschutz cert GmbH assures that the work results provided within the scope of the contractual relationship are free of third party property rights and that, to its knowledge, no other rights exist that restrict or exclude the use of the work results in any way. Other agreements can be made in writing between datenschutz cert GmbH and the contractual partner.
- (5) datenschutz cert GmbH is entitled to use the name of the contracting party as well as a company logo of the contracting party for reference purposes on the websites www.datenschutz-cert.de and in print media and presentations, unless otherwise expressly agreed.

§ 8 Liability

- (1) datenschutz cert GmbH guarantees the performance of the service with its usual diligence and on the basis of the state of the art in science and technology known to it.
- (2) datenschutz cert GmbH is only liable for damages - regardless of the legal grounds - if datenschutz cert GmbH, a legal representative or its vicarious agents have demonstrably caused these damages intentionally or through gross negligence or if datenschutz cert GmbH, a legal representative or its vicarious agents have negligently breached an essential contractual obligation ("cardinal obligation"). In the event of a breach of a cardinal obligation, liability is limited to twice the amount of the order or the work package concerned and to such damages as may typically be expected to occur when the order is placed or the contract is performed (foreseeable damage typical of the contract). A possible compensation for damages due to non-performance according to § 281 para. 1 in conjunction with § 280 para. 1 BGB (German Civil Code) is limited to the damage typically to be expected at the time of conclusion of the contract, up to a maximum of 20% of the order value, unless the vicarious agents or legal representatives employed by datenschutz cert GmbH are guilty of intent or gross negligence. The Client is only entitled to claim damages for non-performance after setting a deadline. In the event of injury to life, body or health, the statutory provisions apply.
- (3) datenschutz cert GmbH is not liable for the usability or usability of final work results in expert opinions or reports in contractually owed form for a specific purpose. Liability for indirect consequential damages (e.g. loss of profit) is excluded.

- (4) datenschutz cert GmbH is only liable for the loss of information, data and programs of the contracting party and their recovery to the extent that this loss could not have been avoided by reasonable precautionary measures by the contracting party, in particular the making of backup copies.

§ 9 Data Protection

As a company active in the business areas of data protection and data security, the protection of personal data is a special concern of datenschutz cert GmbH and the basis of its economic activity. The processing of personal data is carried out exclusively in compliance with and observance of the applicable laws and regulations.

§ 10 Confidentiality and secrecy

- (1) All information exchanged between datenschutz cert GmbH and the contracting party within the framework of the contractual relationship and also during the preliminary negotiations prior to the conclusion of a contract (including documents, files, concepts, ideas, images and other physical or non-physical intellectual creations) is considered confidential and is only made accessible to those persons who need this information to fulfill the purpose of the contract or who are authorized to inspect it on the basis of legal regulations or recognized accreditation agreements. This also applies to information that has not been expressly designated as confidential or secret. This also includes information which is protected by industrial or other property rights or which is subject to a statutory or contractual duty of confidentiality or which results from the nature of the information or which is to be regarded as confidential or secret by virtue of the factual context. In the event that confidential information is disclosed, the contractual partners inform each other of this in advance, unless the disclosure is obvious, is based on a legal basis or an official order or a duty to disclose.
- (2) Communication between the parties involved takes place using appropriate, state-of-the-art security standards.
- (3) Unless otherwise agreed, the obligation to maintain confidentiality applies to all contractual partners on a permanent basis, even beyond the end of the respective contractual relationship.

§ 11 Place of jurisdiction, written form, partial invalidity

- (1) German law applies to all claims arising from the underlying contract.
- (2) The place of jurisdiction is Bremen, provided that the contractual partner is a merchant, a legal entity under public law or a special fund under public law.
- (3) Amendments or supplements to these GTC or other contractual agreements are only effective if they are made in writing.

- (4) Should individual provisions of these GTC be invalid, this does not affect the validity of the remaining provisions. Section 306 (2) of the German Civil Code (BGB) applies with the proviso that the statutory provision applies which comes closest to the economic purpose of the invalid provision.
- (5) In the event of disputes regarding the translation of these GTC, the GTC in the German language applies exclusively.