

GENERAL TERMS AND CONDITIONS

1. CONCLUSION AND SCOPE OF APPLICATION OF MONITE TERMS AND CONDITIONS

- 1.1. These General Terms and Conditions ("**Monite T&Cs**") apply to all services with all contents, features, functions, services and rules as software as a service ("**Monite Services**", a service or software as a service, each a "**Monite Service**") provided within the scope of the comprehensive contractual relationship ("**Monite Contract**"), based on (i) this Monite T&Cs, (ii) one or more separate Commercial Agreements (together, the "**Commercial Agreement**"), and/or (iii) the Data Processing Agreement of Monite ("**DPA**"), between Monite GmbH (or its legal successors hereinafter referred to as "**Monite**") as software as a service provider and the business entity as user of the Monite Services and client of Monite ("**Client**") and, as the case may be, customers of the Client as users of the Monite Services ("**End Users**") provided via Monite's website, its subpages, its software programs, its tools, its workflows, its connectors, adapters or interfaces (including APIs) and/or any of its applications (together "**Product**").
- 1.2. The Monite Contract is concluded (i) in relation to Clients, by execution of the Commercial Agreement whereby the Monite T&Cs get accepted by the Client and (ii) in relation to End Users, by acceptance of the respective Monite T&Cs and, if applicable, the relevant Partner Agreement, by the End User in the onboarding pages or other areas of the Product. For the avoidance of doubt, any End Users that do not actively accept the Monite T&Cs and/or the Partner Agreement can solely make use of the Monite Services indirectly through the relevant Client without a direct contractual relationship with Monite and/or the relevant Partner. In case of a conflict between the Commercial Agreement and the Monite T&Cs, the Commercial Agreement shall prevail.
- 1.3. The use of the Product and the Monite Services provided by Monite is subject to these Monite T&Cs. For additionally provided services ("**Partner Services**") of other regulated and non-regulated third party providers (including, without limitation, payment service providers, each a "**Partner**") - if a separate contractual relationship of the Client and/or the End Users with the respective Partner is required - the terms of use and other contractual conditions separately agreed by the Client and/or the End Users (as applicable) with the respective Partner, including the General Terms and Conditions of these Partners (each a "**Partner Agreement**"), shall apply. Monite keeps an up-to-date list of all Partners and their respective Partner Services ("**Partner Services List**"). General Terms and Conditions of the Client are excluded in principle and will only become a part of the Monite Contract if Monite expressly consents and approves this in writing.
- 1.4. Clients can only be businesses (*Unternehmer*) within the meaning of section 14 of the German Civil Code ("**BGB**"). The Monite T&Cs do not apply to consumers in the sense of section 13 BGB. Further restrictions (e.g. regarding the legal form, the commercial register entry or the country of origin of the Client) may result from regulatory requirements and/or business policy considerations of Monite or its Partners.

2. SCOPE OF MONITE SERVICES

- 2.1. The subject of the Monite Contract is the use of the Monite Services. A detailed description of the Monite Services and the respective fees charged can be found in the Commercial Agreement to which the Monite T&Cs apply in full as part of the Monite Contract. Monite owes to the Client only those Monite Services which are listed as Monite Services in the, at the relevant time, current Commercial Agreement. The list and description of the Monite Services in the Commercial Agreement is a final and definitive enumeration (*abschließende Aufzählung*).

- 2.2. Monite also provides, inter alia, the technical requirements for and other services in connection with the access to Partner Services of non-regulated or regulated financial or payment service providers as a technical service provider (within the meaning of section 2 (1) no. 9 of the German Payment Services Supervision Act (ZAG)) via access points, integrations and interfaces (inter alia, so-called APIs), which are in any case provided towards the Client and/or End User (as applicable) by the relevant Partners. This also applies in cases where Monite offers the respective Partner Service on the basis of hosted onboarding and payment flows as a technical service provider authorized by the respective Partner.
- 2.3. Monite grants the Client and its End Users the non-exclusive, non-transferable, non-sublicensable, worldwide and temporary right to use the Product and the Monite Services ("**License**"). The License shall be limited to the term of the Monite Contract and be granted solely for the operational business of the Client or its End Users on the basis of the terms of the Commercial Agreement and the Monite T&Cs. Monite's performance of the Monite Services shall be made solely on a non-exclusive basis. Monite shall not be obliged to provide services other than within the scope of the Monite Services as agreed at the date of the Commercial Agreement or agreed thereafter in writing. No further rights of use are granted in relation to the Product or the Monite Services other than the License.
- 2.4. Employees, subsidiaries, affiliates and other associated users of the Client or the End Users ("**Users**") shall also be entitled to use the Monite Services for the operational business of the Client/End Users and the Client/End Users shall ensure that its Users comply with the restrictions contained in the Commercial Agreement and the Monite T&Cs.
- 2.5. Monite shall not be obliged to physically deliver the Product or Monite Services. The Client/End User gets access to the Product or Monite Services solely via the internet.

3. CONTRACTUAL RELATIONSHIP WITH PARTNERS

- 3.1. The Client and/or the End User (as applicable) enters into its own contractual relationship with a Partner on the basis of a respective Partner Agreement if the Client and/or the End User (as applicable) wants to make use of the relevant Partner Services. The relevant Partner Services are not provided by Monite as part of the Monite Services (with the effect that any Partner Services do not form part of any Monite Service). Any Partner Agreement applies in parallel to and independent of the Monite Contract. The Client shall also comply with all obligations under any Partner Agreement.
- 3.2. The Client gets charged fees for Partner Services (as applicable) directly by the relevant Partner or by Monite. Details of such fees are stipulated in the Commercial Agreement and/or the relevant Partner Agreements.
- 3.3. Due to the fact that Monite acts only as a technical service provider on the basis of a cooperation agreement with the relevant Partners, Monite is bound by instructions of the relevant Partners, in particular to the extent that regulatory requirements must be fulfilled. This may apply, for example, under or in connection with the following circumstances:

- blocking or restriction of use of the Monite Services; and
 - termination of the Partner Agreement and the subsequent termination of the Partner Services.
- 3.4. Coordination with the relevant Partners may take some time. In some cases, Monite may also not be legally entitled to provide the Client/End User with information on the reasons for or other details of the respective measures taken by a Partner under the respective Partner Agreement.
- 3.5. To the extent that the Product enables the Client/End User to access Partner Services, Monite assumes no responsibility for such third-party websites or applications or the content modified by the Partner Services and the Client/End User assumes exclusive responsibility for all related risks in connection with the access or use of such websites or applications and the third-party content or products in connection with the Partner Services.
- 3.6. The use of the Monite Services is independent and unrestricted of the Partner Services. This means that it is still possible to make use of the Monite Services after the termination of a Partner Agreement, several Partner Agreements or all Partner Agreements.
- 3.7. For the conclusion of certain Partner Agreements with the Client/End User, the relevant Partner conducts a verification in accordance with regulatory and legal requirements ("**Regulatory Check**"). In the course of the Regulatory Check, the relevant Partner verifies, among other things, the identity of the Client/End User, its ultimate beneficial owner and its legal representatives. For the Regulatory Check, the Client/End User shall provide further information and submit documents during the registration process of the relevant Partner.
- 3.8. With regards to further Partner Services (not yet offered and only offered from a future date onwards), Monite will inform the Client/End User timely in an appropriate form about their content and any requirements to accept the general terms and conditions of the relevant Partner. Details of the Partner Services can be found in the respective Partner Agreements and the Partner Services List. The Client explicitly acknowledges that Partner Agreements are beyond Monite's control.
- 4. SERVICE LEVEL AND SUPPORT**
- 4.1. Monite shall use best efforts to provide an unrestricted use and availability of the Monite Services, but Monite cannot guarantee such use and availability. Monite is obliged to ensure an annual average of 99% with regards to the usability and availability of the Monite Services measured against the uptime, error rates, API response times (per API call on average measured across pre-defined time periods) and transactions per second ("**Service Level**").
- 4.2. The Monite Services provided are also in accordance with the Monite Contract, as far as (i) the Service Level is reduced by a maximum of 1% on an annual average basis or (ii) the use or availability of the Monite Services is limited by:
- repair, update or maintenance work on the Monite website; or
 - circumstances beyond Monite's control, in particular all actions of third parties not acting on behalf of Monite (whereby the Partners are not such third parties) and the availability of technical internet functions which Monite cannot influence.
- 4.3. During planned non-availability, Monite is entitled to deploy releases, carry out repairs and maintenance to the Monite Service, as well as data backups. Any planned non-availability must take place on weekdays between 1:00 am and 05:00 am (outside the regular business hours). Planned non-availability has a notice period of at least 5 business days or sooner without approval by the Client being required. After alignment with the Client in writing (email sufficient), Monite is also allowed to make use of extraordinary planned non-availability timeframes within business hours. Planned non-availability must not happen more than once per quarter.
- 4.4. If and to the extent the Client is able to use the Monite Services during planned periods of non-availability, the Client has no legal entitlement to do so. If the Monite Service is used during periods of planned non-availability and system performance is reduced or discontinued, the Client is not entitled to warranty or compensation claims.
- 4.5. In case of maintenance or modification of the Product and the Monite Services and/or an upgrade, extension or enhancement that impacts the Client, Monite shall provide at least 4 calendar weeks' notice to the Client (the "**Version Change Notice Period**") to allow for appropriate changes to be made to the Client's frontend or any other changes required to its backend. Monite shall use best efforts to provide reasonable support to the Client during the Version Change Notice Period to implement the required changes to adapt to the new version of the Product.
- 4.6. Upon expiry of the Version Change Notice Period, Monite's support of the Client in relation to any previous versions of the Product shall be limited to a best-effort basis and Monite shall not be held in breach of the Monite Contract should Monite not provide the comprehensive support that would otherwise be provided for the latest version of the Product.
- 4.7. Monite provides support in relation to the Product and the Monite Services with the following scope:
- first line support (between the Client (not any End-User) and Monite in relation to the Monite Services) and enabling second line support (between the Client (not any End-User) and the Partner assisted by Monite);
 - updates, fixes, security alerts and critical patch updates;
 - general maintenance releases, releases for individual functionalities, updates of the program documentation;
 - assistance with service requests during normal business hours on business days (except Saturdays); and
 - general Client service (non-technical questions).
- 4.8. Monite shall respond to support requests within one business day for support requests. Monite shall only be liable for damages resulting from delay only if certain deadlines are expressly agreed as "binding" in the Commercial Agreement.
- 4.9. Monite shall inform the Client by email on a regular basis of any pending or effected changes and new releases of the Product as well as about any disruptions and in general about issues affecting the use of the Monite Services by the Client.
- 5. COMMUNICATION AND MODIFICATION OF INFORMATION**
- 5.1. Except as otherwise provided in the Monite T&Cs, the primary communication channel for any contact with the Client shall be e-mail unless otherwise agreed with the Client in the Commercial Agreement. Monite reserves the right to contact the Client by other means or through other channels.

5.2. Master data can be changed either by sending an e-mail or letter to Monite or within the Product. If necessary, these changes may require another verification process.

5.3. For the activation of further Users, further authentication procedures might be required, which are in particular based on the specifications and requirements of the relevant Partner.

5.4. A termination of a Partner Agreement shall be sent by the Client to the Client service of Monite and of the relevant Partner.

6. DATA PROTECTION & IT SECURITY

6.1. Each of Monite, the Client and the End Users shall in general and in their sphere of responsibility comply with all currently applicable data protection requirements, in particular those valid in Germany and the European Union (including, without limitation, the General Data Protection Regulation (the “GDPR”).

6.2. The Client and/or the End Users shall provide Monite with personal data of their own customers and Users based on a strict “need to know”-principle which Monite processes on behalf of and at the instruction of the Client. For this purpose, the parties shall separately conclude the DPA pursuant to Art. 28 GDPR. Monite shall not have a direct contractual relationship with any User.

6.3. All data and confidential information made available to Monite by the Client, the End Users or any of their Users shall remain the exclusive property of the Client or End Users or their Users, as applicable. Monite shall not:

6.3.1. use such data and confidential information in any way (including in aggregated or anonymized form) other than in connection with providing the Monite Services to the Client, End Users and to their Users or in anonymized form in connection with analytics to improve the Monite Services or the Product;

6.3.2. disclose, sell, assign, or otherwise provide such data and confidential information to any third party; or

6.3.3. commercially exploit such data and confidential information in any way or manner.

Without limiting the foregoing, no ownership rights in any data shall accrue to Monite by reason of entering, deleting, modifying or otherwise processing such data.

6.4. At all times during the term of the Monite Contract, Monite shall implement and maintain a data and IT security program with written policies and procedures that are consistent with best practices and designed and appropriate to protect the confidentiality and integrity of the Client's, the End Users' and their Users' data and confidential information in compliance with all applicable laws. This IT security program shall contain technical and physical safeguards, appropriate to the type of information concerned, designed to:

6.4.1. protect the security and confidentiality of such information;

6.4.2. protect against any anticipated threats or hazards to the security or integrity of such information;

6.4.3. protect against unauthorized access to or use of such information that could result in harm or inconvenience to the Client, the End Users or any of their Users; and

6.4.4. appropriately dispose of such information in accordance with the Monite Contract.

6.5. Monite shall notify the Client immediately by telephone or e-mail, if it becomes aware or has reason to believe that any of the following has occurred:

6.5.1. any loss of user data or confidential information;

6.5.2. any attempt to obtain unauthorized access to, disclosure of or use of user data or confidential information; or

6.5.3. any attempt to alter or destroy user data or confidential information.

6.6. If technical or legal conditions change, Monite reserves the right to change the practice described in the Monite T&Cs, Monite's privacy policy and/or Monite's IT security policy. The Client shall be informed of any changes in due time.

6.7. Due to the fact that the Products and the Monite Services have dependencies on other services and sub-contractors, Monite is allowed to enter into sub-contracting relationships. Monite warrants that it will carefully select sub-contractors who will meet the requirements for the provision of the Services under this Agreement.

7. OBLIGATIONS OF THE CLIENT

7.1. The Client is responsible for the confidentiality and security of its access credentials to the Product, the Monite Services or the Partner Services (“**Credentials**”). This means that the Credentials must be kept secret and must not be passed on. The Client is responsible for ensuring that third parties cannot obtain knowledge of the Credentials and must take the necessary measures to ensure confidentiality, in particular by using a secure password consisting of numbers, letters and special characters and by changing the password at regular intervals.

7.2. As part of its duty of care, the Client shall ensure that the Client can be reached at the e-mail address provided by it from the time of registration onwards. Any misuse of the Monite Services or the Partner Services or suspicion thereof must be reported by the Client to Monite immediately in text form (e.g. by e-mail or through the Product).

7.3. The Client shall not use the Product and/or the Monite Services, or allow them to be used, for any purpose, function, or feature which is not described in the technical documentation provided by Monite or otherwise communicated to the Client by Monite, especially not in any improper manner, such as sending information with illegal or offensive content, or to refer to any such information which incites rabble-rousing, or promotes the commission of criminal offences, or glorifies or trivializes violence, is sexually offensive or pornographic, or is likely to seriously endanger the moral welfare of children or juveniles or affect their general welfare.

7.4. The availability of Monite Services is dependent on internet access. The Client is solely responsible for ensuring that the necessary system requirements are met in order to use the Monite Services. If the Client uses services of third parties (especially scraping software and add-ons), the Client is responsible for ensuring that these do not impair the Monite Services. In this respect, Monite does not guarantee compatibility and is not liable for any damages resulting from the use of the Monite Services. The Client has the obligation to provide all hardware or software as well as to provide internet access necessary for the use of the Product and the Monite Services. To the extent that any other hardware or software is provided by third parties (e.g. by system integrators or other IT companies) and such provision is not made in a timely manner, in full or free of errors, and if as a result of this

the timely or complete performance of the Monite Services is not delivered, Monite shall be released from its obligations under the Monite Contract.

- 7.5. Furthermore, the Client is responsible for taking appropriate precautions (on a regular basis and in accordance with the risks involved) to secure the data and contents entered, uploaded and stored in the course of its use of the Monite Services as well as to create its own backup copies in order to ensure the reconstruction of the data and information in case of loss. The Client shall, to the best of its ability, prevent unauthorized access by third parties to the Product or the Monite Services.
- 7.6. If further Users of the Client or the End Users are activated, the Client is responsible for the behavior of these further Users as if the Client/End User or its legal representative had acted itself.
- 7.7. The Client must respond immediately to inquiries by Monite and/or the Partners.
- 7.8. The Client shall not be entitled to (unless as otherwise explicitly agreed in writing):
 - 7.8.1. to remove or change any references on the Product or Monite Services to Monite or to the intellectual property of Monite or its Partners;
 - 7.8.2. to make the Product or Monite Services available in any form to third parties other than the End Users or Users;
 - 7.8.3. to reproduce, modify or reverse engineer parts of, to disassemble, to decompile, to translate the Product or Monite Services; and/or
 - 7.8.4. to license, sell, rent, lease, or transfer or assign, distribute, publicly display, host, outsource, permit timesharing or otherwise share the Monite Services or the Product to any third party other than the End Users or Users.
- 7.9. All obligations under this Clause 7 shall also apply, *mutatis mutandis*, to End Users. Clients shall ensure that End Users comply with such obligations.

8. IP Rights

- 8.1. All of Monite's intellectual property and usage rights (other than the License) in relation to the Product and the Monite Services, including the source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics ("IP Rights"), remain entirely with Monite.
- 8.2. Only Monite may exploit the IP Rights commercially and the Client has no rights whatsoever with regard to the software and the source code in connection with the Products and the Monite Services after the end of the contractual relationship.
- 8.3. Monite may include software for use in connection with the Monite Services. If such software is accompanied by an end user license agreement ("EULA"), the terms of the EULA shall govern the Client's use of this software. If such software is not accompanied by a EULA, then Monite grants to the Client a non-exclusive, revocable, personal and non-transferable license to use such software solely in connection with the Monite Services and in accordance with the Monite Contract. Any such software and any related documentation is provided "as is" without warranty of any kind.

9. INDEMNIFICATION

- 9.1. The Client/End User agrees to defend, indemnify, and hold harmless Monite, its affiliates, licensors, and the Partners, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and

assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the Client's/End User's violation of the Monite Contract or use of the Product and/or the Monite Services, including, but not limited to, the Client's or End User's submitted data, any use of the Monite Services' content, services, and the Product other than as expressly authorized in the Commercial Agreement or the Monite T&Cs, the Client's violation of applicable laws, agreements or policies. This indemnification obligation also applies in relation to (i) any claims of customers and/or Users of the Client/End Users against Monite and (ii) the Client's use of any information obtained from the Monite Services or Product.

- 9.2. The Client is liable for any costs, including legal costs, incurred by Monite due to an infringement of third-party rights by the Client.
- 9.3. All further rights and claims for damages of Monite remain unaffected.
- 9.4. The above indemnification obligations shall only apply to the extent that the Client is responsible for the infringement in question.

10. RESTRICTION OF MONITE SERVICES

- 10.1. Monite is entitled to take appropriate measures to prevent damages and to ensure the availability of the Monite Services. This applies, in particular, if the Client violates its contractual obligations. Such measures may include the partial or complete restriction of access to the Monite Services, especially with regards to card payments or transfer orders.
- 10.2. Monite is also entitled to restrict the Monite Services in whole or in parts if the Client fails to pay any fees due. Monite has no influence on the restrictions of services imposed by the Partner in relation to Partner Services.

11. TERM OF THE MONITE CONTRACT

- 11.1. Unless an initial or consecutive fixed term ("Fixed Term") is agreed among Monite and the Client in the Commercial Agreement or elsewhere in writing, the Monite Contract is concluded for an indefinite period of time unless and until terminated in accordance with the following provisions:
 - 11.2. Each of the Client and Monite has the right to terminate the Monite Contract for convenience at any time with a notice period of 6 months (unless otherwise agreed among Monite and the Client in the Commercial Agreement or elsewhere in writing), provided that such termination shall become effective no earlier than at the end of the Fixed Term.
 - 11.3. The right to an extraordinary termination for good cause (Kündigung aus wichtigem Grund) remains unaffected. In particular, each of the Client and Monite may terminate the Monite Contract with immediate effect at any time:
 - 11.3.1. if the other party commits a material default or series of defaults the combination of which is material, and (if capable of remedy) the relevant party has failed to remedy the default(s) within 30 days after receipt of written notice giving particulars of the default(s) and requiring the relevant party to remedy such defaults;
 - 11.3.2. if a default, or series of defaults, by the other party results in a regulatory authority stating it shall take action resulting in: (i) the loss of the terminating party's authorization or license from that regulatory authority; (ii) public censure of the terminating party; or (iii) a significant fine;

- 11.3.3. if there is a default by the other party of any of its obligations under the Monite Contract that leads to serious damage to the reputation of the terminating party or to any of the brands under which the terminating party or its affiliated companies operate;
- 11.3.4. if the other party commits any act or failure to act which constitutes gross negligence, willful misconduct or fraud; or
- 11.3.5. if there is a force majeure event and the other party is unable to perform as contemplated hereunder for a period of 30 or more days.
- 11.4. Unless otherwise agreed in the Commercial Agreement, all terminations of the Monite Contract by the Client require written form (*Schriftform*).
- 11.5. Upon termination of the Monite Contract, the Client's right to access the Product and to use the Monite Services ends.
- 12. LIMITATION OF LIABILITY**
- 12.1. With regard to the provision of software as a service by Monite in the form of the Monite Services, the following applies:
- In principle, the statutory regulations concerning warranty apply, unless Monite T&Cs contain deviating conditions.
 - Liability for the restriction of use and availability as a result of force majeure and lawful internal company industrial and strike action is excluded.
 - The Client's/End User's right of set-off, reduction (reduction of fees according to section 536 of the German Civil Code (BGB)) and retention is excluded, unless the Client/End User asserts the aforementioned rights with legally binding or undisputed claims.
 - The application of section 536a para. 2 of the German Civil Code (BGB) ("Client's right of self-removal") is excluded.
 - Also excluded is the application of section 536a para. 1 of the German Civil Code (BGB) ("Liability for damages of the provider"), to the extent this section provides for a liability independent of fault.
- 12.2. Save for injuries to life, body and health (*Verletzung von Leben, Körper und Gesundheit*) and intent and gross negligence (*Vorsatz und grober Fahrlässigkeit*):
- Monite shall not be liable for any damages incurred or to be incurred by the Client/End User and does not warrant the full accuracy and correctness of any information or data provided by it provided that the Client/End User ensures that each of its Users check to verify the correctness, completeness and veracity of such documents before any onward usage;
 - Monite shall only assume liability for damages resulting from the German Product Liability Act (*Produkthaftungsgesetz*), and for any other damages for which, pursuant to applicable law, a party's liability may not be limited or restricted;
 - Monite assumes no liability for general technical faults which apply to the market at large and which lie outside Monite's control (e.g. line overloads, disruptions to telecommunications connections, etc.) and which Monite has not caused deliberately or by acts of negligence; and
 - Monite shall not be liable in cases of simple negligence (*einfache Fahrlässigkeit*).
- 12.3. For damages resulting from a simple negligent breach of an essential obligation, Monite's liability is limited to the amount of damages that are foreseeable and typical for the type of business in question. Essential obligations are duties whose violation endangers the achievement of the purpose of the contract or whose fulfilment makes the proper execution of a contract possible in the first place and on whose compliance the Client/End User regularly relies.
- 12.4. Monite shall be released from the obligation to supply the Monite Services if and to the extent that the failure to supply these is due to the occurrence of circumstances of force majeure. In the event of such release from Monite's obligation to supply the Monite Services, the Client/End User shall be released from its obligation to pay the fees under the Monite Contract.
- 12.5. Events considered circumstances of force majeure hereunder comprise war, terrorist attacks, embargoes, strikes (unless caused directly or indirectly by Monite), riots, civil disturbances, expropriations, storms, floods, fire and other natural disasters, explosion, accident, and other acts of god, in each case to the extent that any such matter or cause is unavoidable and beyond the reasonable control of Monite and for which Monite cannot be held responsible.
- 12.6. Monite shall notify the Client/End User promptly in written form (email sufficient) of the occurrence of a case of force majeure providing all details about the circumstances, the envisaged duration of the force majeure event as well as a plan to mitigate delays due to such force majeure event.
- 12.7. Any further liability of Monite is excluded.
- 12.8. Insofar as the liability of Monite is excluded or limited, this also applies to the personal liability of Monite's employees, representatives and vicarious agents as well as to tortious claims.
- 13. NO LIABILITY FOR THIRD PARTY PROVIDERS**
- 13.1. The Partners act on the basis of a separate contractual relationship with the Client and/or the End Users (i.e. the relevant Partner Agreements). Monite does not assume any warranty or liability in this respect and for any of the Partner Services.
- 13.2. If the Client/End User uses the Partner Services via Monite, this is made at the Client's/End User's own risk. Only the respective Partner can be held liable by the Client/End User for any damages caused in connection with any Partner Services. Details can be found in the product descriptions of the relevant Partners as well as in the terms of use provided for the respective Partner Service.
- 14. LIMITATION PERIOD**
- The limitation period for all warranty rights of the Client/End User shall be 12 months, unless Monite has an unlimited liability under clause 11.
- 15. CONFIDENTIALITY**
- 15.1. During the term of the Monite Contract and for a period of two (2) years after its termination, each of Monite and the Client undertake to treat business and trade secrets of the respective other party that are entrusted to them or have become known to them in connection with their cooperation as confidential, not to disclose them, to use them exclusively for the purposes of performing their cooperation and to refrain from utilising them even after the termination of the Monite Contract, either for themselves or for others. The duty to maintain confidentiality includes, but is not limited to, strategic plans as well as executed, ongoing and planned transactions, all information about products, product developments and product planning, pricing, Client and business relationships, other contractual relationships, marketing strategies, plans or analyses of market potential and investment opportunities, information about turnover, profits, performance, financing,

fundraising plans or activities, personnel and personnel planning of Monite, any Partners and the Client.

- 15.2. The duty of confidentiality and of non-disclosure shall not apply to information which:
- 15.2.1. is already generally known in the public domain;
 - 15.2.2. had already been given to the other party bound to secrecy prior to the conclusion of the Monite Contract on a non-confidential basis;
 - 15.2.3. had already been made available to the party bound to secrecy by a third party on a non-confidential basis, unless this third party has breached a confidentiality agreement for its part by the disclosure.
- 15.3. A confidentiality obligation shall not exist if the party bound to secrecy is legally obliged to disclose secret information in judicial, administrative or other proceedings. If either party considers itself to be under such an obligation it shall notify the other party in writing, to the extent as this is legally permissible, in good time before the disclosure so that the latter can prevent the disclosure by legal measures. In this notification the party under the obligation shall inform the other party in a suitable form, for example by means of the written expert opinion of a legal advisor, what confidential information has to be disclosed. The party under the obligation shall disclose only the part of the confidential information that has to be disclosed.

16. UNILATERAL AMENDMENTS TO THE TERMS AND CONDITIONS

- 16.1. Monite is entitled to make changes to the Monite T&Cs and other provisions of the Monite Contract which:
- correct obvious errors or omissions;
 - represent descriptive provisions, insofar as the underlying circumstances have changed;
 - are intended for clarification purposes or are otherwise of an editorial nature; or
 - are not disadvantageous to the Client/End User in legal or factual terms. This includes in particular the introduction of further Monite Services and further Partner Services as outlined in the Partner Service List.
- 16.2. Monite shall notify the Client/End User of such changes by e-mail.

17. OTHER AMENDMENTS TO THE MONITE T&CS; FICTIONAL EXPLANATION

- 17.1. Monite will offer to the Client/End User any amendments to the Commercial Agreement and the Monite T&Cs other than those specified in clause 15. If the Client/End User does not object within a period of 6 weeks, the changes will be considered as accepted. The receipt of the Client's/End User's objection notice by Monite is decisive for the compliance with the objection notice period by the Client.
- 17.2. Monite will inform the Client/End User by e-mail about the new regulations and the date of their coming into force and will point out the objection notice period and the consequences of an expiration of the objection notice period. Upon receipt of this e-mail by the Client/End User, the objection notice period is initiated.

18. FEES AND PAYMENT PROCESSING

- 18.1. If not otherwise agreed among Monite and the Client in the Commercial Agreement, the obligation to pay the fees for

Monite Services begins on the day of the execution of the Monite Contract. The payment obligation ends with the expiration of the term of the Monite Contract (if applicable) or, in case of a termination, with the effectiveness of the termination of the Monite Contract.

- 18.2. The fees for Monite Services are payable in the amount specified in the Commercial Agreement and are non-refundable.
- 18.3. The Client agrees to receive invoices in electronic form (i.e. via e-mail or within the user interface of the Product). The Client is responsible for the proper storage of the invoices.
- 18.4. The Client shall pay all taxes (including value added tax, duties and sales tax), levies and duties, levied on the Monite Services.
- 18.5. Unless otherwise agreed in the Commercial Agreement, all invoices issued by Monite shall be due and payable without any deduction within 5 days after receipt of the invoice by the Client.
- 18.6. Clauses 18.1 to 18.5 shall also apply with regard to fees of the Partner for Partner Services, if applicable, to the extent a respective liquidation of such fees by Monite has been agreed in the Commercial Agreement and/or Partner Agreement. Unless otherwise expressly indicated on the invoice, Monite will invoice in its own name and on its own account.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

- 19.1. The Client/End User may not assign or pledge any claims against Monite. This does not apply for monetary claims insofar as the conditions of section 354a of the German Commercial Code (HGB) are fulfilled. Monite may assign all claims against the Client/End User to third parties.
- 19.2. Monite may entrust third parties with the performance of its obligations under this contract. During the term of the contractual relationship, the Client/End User may neither lease the use of Monite Services to third parties nor use Monite Services for subletting, leasing, selling, mortgaging or otherwise making it subject of a transaction. An extraordinary termination pursuant to section 540 para. 1 sentence 2 of the BGB is excluded.

20. MISCELLANEOUS

- 20.1. The laws of the Federal Republic of Germany shall apply (under exclusion of the UN Convention on Contracts for the International Sale of Goods) to the Monite Contract.
- 20.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the Monite Contract (including the Monite T&Cs and the Commercial Agreement) is Berlin. This also applies to the enforcement of Monite's rights against the Client/End User.
- 20.3. To be legally enforceable, all amendments and supplements to the Monite Contract (including the Monite T&Cs and the Commercial Agreement) must be in written form within the meaning of the German Civil Code (*Bürgerliches Gesetzbuch*). Any amendment to this written form requirement must also be in written form.
- 20.4. The provisions of section 705 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply to the cooperation in connection with the Monite Contract.

- 20.5. Each of the Client and Monite shall be liable for its costs, expenses and taxes that it incurs in the course of the cooperation under the Monite Contract.
- 20.6. If any provision of the Monite Contract (including the Monite T&Cs and the Commercial Agreement) is or becomes invalid, the validity of the remaining provisions of the Monite Contract shall not be affected thereby. The invalid provision shall be replaced by the parties to the contract by mutual consent by a provision which comes closest to the economic purpose of the invalid provision in a legally effective manner. This shall apply accordingly in the event of loopholes.

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