

## General Terms and Conditions of Sentryc GmbH

### Preamble

Sentryc offers a Software as a Service solution, which searches online- and social media platforms for potential counterfeits and harmful offers with specific criteria and provides those results to the clients on a Sentryc users platform. The client then decides if he triggers a takedown process for those offers to remove them efficiently from the web. With developed partnership and support by machine learning, future processes shall be automatized.

### 1. Scope of Application of the General Terms and Conditions

- 1.1 The present General Terms and Conditions ("**GTC**") shall apply to the services of Sentryc GmbH, Dircksenstrasse 40, 10178 Berlin ("**Sentryc**"). Sentryc exclusively offers its services to persons acting in exercise of their commercial or independent profession (entrepreneur in accordance with Sec. 14 German Civil Code (Bürgerliches Gesetzbuch [BGB]); "**Customer**"; Sentryc and the Customer are jointly referred to as the "**Parties**"); Sentryc does not address consumers with its services.
- 1.2 Regulations other than the GTC shall, even with Sentryc's knowledge, only become part of the agreement if Sentryc expressly consents in writing.

### 2. Specification of Service

#### 2.1 Provision, Right of Use

- 2.1.1 Sentryc shall provide use of the Contract Software as software as a service by keeping the Contract Software in the respective current version available on one or several data processing systems ("**Server**"), enabling the Customer to access the Contract Software via a log-in through a telecommunications link and his web browser and by communicating the log-in data required for such access to the Customer. The delivery point for the Contract Software to the Customer shall be the router output of the computing centre on whose Server Sentryc is keeping the Contract Software available. Sentryc shall owe the contractual technical usability of the Contract Software at the delivery point. The servers from which the Contract Software is being kept available are based in the European Union.
- 2.1.2 Until further notice, the log-in shall be via a Sentryc website at <https://app.sentryc.com/login>.

- 2.1.3 The Contract Software or a copy of the Contract Software shall not be installed on the Customer's IT systems. Sentryc shall not be obligated to provide a user manual or any other instructions.
- 2.1.4 The establishment and maintenance of the telecommunications link between the IT systems of the Customer and the delivery point as well as the security, confidentiality, and integrity of said telecommunications link shall be the Customer's responsibility and shall not be owed by Sentryc. The same shall apply to the hardware and software the Customer needs in order to use the Contract Software.
- 2.1.5 No intellectual or industrial property rights of Sentryc or third parties shall be transferred to the Customer with the provision of the contractual services. Sentryc shall, however, grant a right of use to such rights owned by Sentryc to the Customer to the extent that this is required for the Customer to use the Contract Software via a telecommunications link in accordance with the agreement. This right of use granted to the Customer shall be non-exclusive, not transferable or sublicensable and shall be limited to the term of the agreement and only entitle the Customer to use the Contract Software for internal use. The aforementioned scope of the right of use shall apply to all versions of the Contract Software provided to the Customer during the term of the agreement.
- 2.1.6 All contractual services by Sentryc may be provided in German or in English at Sentryc's discretion.
- 2.1.7 There is no necessity to access the Customers IT-systems.

## **2.2 Functions**

- 2.2.1 Sentryc shall ensure that the software is suitable for searching the contents of contractually stipulated online marketplaces and online shops (e.g. Amazon, Alibaba, product-related or sales-related social media posts or activities) for offers or images of counterfeits of the Customer's products and for offers or images that could negatively affect the Customer's trademarks or copyrights and to report such offers or images for deletion by means of what is called a takedown function with the respective person who publishes or makes the offer or image accessible online ("**Publisher**"), or through whom the offer or the image is published or becomes accessible online (online shops and online marketplaces such as Amazon, Alibaba or a social media platform) ("**Contract Software**"). The software searches on the basis on data provided by the Customer (e.g. brand name, photos, key words, logos, product or price lists, the Customer's industrial property rights; "**Reference Data**").

- 2.2.2 The Contract Software shall perform a purely technical comparison of the Reference Data and offers or images on the online marketplaces and online shops. If the comparison finds any irregularities in terms of facts according to the takedown criteria approved by the Customer (e.g. an identical image or similarity of the image with minor deviations; “**Irregularity**”) the takedown function of the Contract Software shall automatically be activated. The identification of the Irregularity is thus based exclusively on facts and not on a legal assessment or evaluation of individual cases by the Contract Software or by Sentryc.
- 2.2.3 The result of the takedown function being activated by the Contract Software shall, depending on the existing personal configuration of the Contract Software by or for the Customer, either be that
- (a) the Irregularity is reported to directly the Publisher concerned or that
  - (b) the Customer has to decide itself whether the Irregularity is reported to the Publisher by means of a button after logging in via its access to the Contract Software.
- 2.2.4 If the Customer decides generally by configuration or actively in each case to report the Irregularity to the respective online marketplace or online shop concerned, Sentryc or, respectively, the Contract Software, shall then, if necessary after identifying the relevant standardised process opened by the concerned online marketplace or online shop, report the Irregularity to the Publisher without any further steps being required and in particular without conducting a legal assessment or evaluation of each individual case in order to make said Publisher process and, where applicable, delete the Irregularity. If the Customer decides against reporting the Irregularity to the Publisher, Sentryc shall have no further obligations with regard to the Irregularity in question.
- 2.2.5 Irregularities shall be reported to the Publisher by Sentryc or the Contract Software exclusively through the respective standardised process opened by the Publisher concerned by filling in the electronic form offered by the respective Publisher with the data provided by the Customer for this purpose and by submitting the completed form to the respective Publisher (“**TakeDown**”). Sentryc or, respectively, the Contract Software, shall to that extent assume the function of an IT-based input assistance. Sentryc may refuse to perform the Takedown if the Customer has not granted a power of attorney to Sentryc or provided it according to Clause 4. Once the Takedown has been submitted to the Publisher concerned, Sentryc shall document any response by the publisher for the Customer. Sentryc shall not be subject to any obligations beyond the above, in particular not in the event that the Publisher does not delete the Irregularity.

2.2.6 Irrespective of the other provisions of the agreement, Sentryc shall under no circumstances be obligated to provide legal services in accordance with Sec. 2 German Legal Services Act (Rechtsdienstleistungsgesetz).

## 2.3 Availability

2.3.1 The Customer and Sentryc agree that the Contract Software is not to be considered critical for the Customer's business operations.

2.3.2 Sentryc shall ensure that the Contract Software is available for use by the Customer on every day of the year from 0 o'clock to 24 o'clock excluding the interruptions in accordance with Clause 2.3.3 ("**Provision Period**").

2.3.3 The provision of the Contract Software may be interrupted

(a) in order to perform maintenance work or implement changes to the Contract Software ("**Scheduled Downtime**") if a time frame has been agreed upon with the Customer for the Scheduled Downtime or if Sentryc has informed the Customer of the Scheduled Downtime and its estimated duration at least 24 hours in advance, and if the Scheduled Downtime does not exceed eight hours, or

(b) for other reasons that are not force majeure events according to Clause 8.9 ("**Other Downtime**") if said Other Downtime has been agreed upon with the Customer or if the interruption of Sentryc's services is only of a short duration, a short duration lasting no longer than one hour in individual cases or a total of three hours during one week from Monday through Friday (excluding public holidays in Berlin, Germany) between 8 a.m. and 6 p.m. and a total of six hours during the remaining time.

2.3.4 However, a breach of Sentryc's obligations to perform with regard to the Contract Software shall, in any event and irrespective of the compliance with the Provision Period, only be at hand if the Contract Software is available for use for less than 98% of the Provision Period within a quarter.

## 2.4 Modifications or Extensions

2.4.1 Sentryc shall only be obligated to modify the Contract Software to the extent that it is required for the maintenance of the Contract Software and its continued use by the Customer.

2.4.2 As long as the Contract Software retains its functions according to Clause 2.2.1, Sentryc may modify or extend the Contract Software at any time in order to adapt the Contract Software to new or modified technical, legal or economic demands or to customer

requirements or in order to introduce new or modified functions. Sentryc shall appropriately inform the Customer of modifications or extensions of the Contract Software in advance. Sentryc may chose not to inform the Customer if the purpose of the modification is to remedy a malfunction, a defect or a security flaw of the Contract Software at short notice or if the modification is not associated with an unreasonable change to the Contract Software for the Customer. Modifications or extensions shall not constitute an impairment of the performance. In the event of an extension, the remuneration may be adjusted subject to the prerequisites according to Clause 5.5.

### **3. Obligations of the Customer**

- 3.1 The Customer shall ensure that it is entitled to use and assert the property rights and data (in particular the Reference Data; “**Customer Data**”) utilised in the context of the application of the Contract Software or of a Takedown as well as any rights arising from Customer Data to the extent that is required for using the Contract Software and its functions (e.g. using the Customer Data in the context of the Contract Software, disclosing the Customer Data and rights arising therefrom, in particular in order to perform a Takedown).
- 3.2 The Customer shall grant Sentryc a non-exclusive, gratuitous right of use to the Customer Data that is limited to the term of the present agreement. The right of use shall, however, only extend to such use of the Customer Data that is required to perform Sentryc’s contractual obligations; Clause 13.1 shall remain unaffected.
- 3.3 If any claims due to an infringement of property rights or other third-party rights are asserted against Sentryc in the context of the Customer Data and their use or in the context of a Takedown, the Customer shall indemnify Sentryc against such claims at first request.
- 3.4 The Customer itself shall be responsible for the provision and maintenance of the Customer Data, an adequate backup of the Customer Data at a different storage location as well as for the maintenance, administration and personal configuration of the access to the Contract Software granted to the Customer.
- 3.5 If the compliance with Sentryc’s contractual obligations requires the Customer’s cooperation, the Customer shall cooperate to the required extent and in a reasonable manner free of charge. In particular, the Customer shall, during the regular business hours, answer questions by Sentryc regarding the Reference Data, provide information and documents required for Sentryc’s services, choose the personal configuration according to Clause 2.2.3(b) for a reasonable amount of time at Sentryc's recommendation to effectively use the Contract Software’s machine-learning-capabilities and decide itself whether the Irregularity is to be reported to the online marketplace or online shop in question. At

Sentryc's request, the Customer shall further name suitable and responsible contact persons on its side.

- 3.6 Information and documents required for Sentryc's services include but are not limited to copies of property right registrations, registration certificates and other proof of the existence of the industrial property rights of the Customer affected by Sentryc's services, commercial register extracts concerning the Customer and its affiliates, in each case including necessary translations into other languages, information on the online marketplaces, online shops, sellers and other sales organisations authorised by the Customer to sell its products, product detail lists and price lists of the products to be protected and information on the sales-related licenses the Customer has granted with regard to its industrial property rights.
- 3.7 If the Customer wishes to permanently or temporarily permit a third party to use the Contract Software (e.g. by passing on the Customer's login details), it shall have to obtain the prior written consent of Sentryc for this purpose, unless the third party is a service provider for the Customer, exclusively uses the Contract Software in the Customer's interest or is subject exclusively to the Customer's directions with regard to the use of the Contract Software. The Customer shall not be entitled to a right of termination pursuant to Sec. 540 (1) sentence 2 BGB. If Sentryc agrees to a permission of the use of the Contract Software to a third party, the Customer's obligations toward Sentryc arising from the present agreement shall remain in force.
- 3.8 The Customer shall be obligated to ensure through appropriate measures that unauthorised third parties cannot access the Contract Software and, in particular, to protect the login data against disclosure to unauthorised third parties. If the Customer knows or suspects that third parties have access to the Contract Software or have gained knowledge of the login data, the Customer shall notify Sentryc without delay.
- 3.9 The Customer shall ensure that its use of the Contract Software does not violate statutory or official regulations or any official or judicial decisions it is aware of, unless Sentryc is solely responsible for such a violation.
- 3.10 The Customer shall ensure that the data it uses or transmits to Sentryc (e.g., per e-mail) in the context of using the Contract Software do not contain viruses or other malware and shall employ corresponding state-of-the-art antivirus programs for scanning.
- 3.11 The Customer shall not be entitled to duplicate and modify the Contract Software, unless this is required for using the Contract Software in accordance with the agreement or the modification is made to eliminate a defect which Sentryc has failed to eliminate in accordance with Clause 8.8.



- 3.12 It shall be prohibited to obtain Sentryc business secrets by observing, studying, decompiling, deconstructing or testing the Contract Software that is in the Customer's legitimate possession and is based on Sentryc business secrets, unless the prerequisites of Sec. 69e German Copyright Act (Urheberrechtsgesetz) are met. This negative obligation of the Customer shall continue to apply even after the termination of the present agreement. It shall cease to be in effect only if and when the business secret in question has been made publicly available by Sentryc.
- 3.13 Features of the Contract Software serving the purpose of programme identification, including but not limited to copyright notices, serial numbers or trademarks, must not be removed, altered or effaced under any circumstances.
- 3.14 The Customer shall immediately notify Sentryc if it uses the Contract Software to process personal data (Art. 4 no. 1, no. 2 General Data Protection Regulation of the European Union [GDPR]), or if it has become aware that the Contract Software does not meet the requirements of the GDPR regarding technology design under data protection law and that the Customer cannot use the Contract Software without processing the personal data and violating the GDPR.
- 3.15 If claims are asserted against the Customer as a result of its use of the Contract Software due to an infringement of property rights of third parties by the Contract Software or due to the Contract Software's failure to comply with the requirements of the GDPR, the Customer shall inform Sentryc about this without delay. In the event of a possible recourse claim of the Customer against Sentryc, the Customer shall not be entitled to acknowledge or satisfy such claims without the prior written consent of Sentryc.

#### **4. Authorisation to Perform TakeDowns**

- 4.1 Principally online marketplaces, online shops, social media platforms or publishers request a letter of authority to prove Sentryc's legitimacy. The Customer therefore authorises Sentryc hereby to represent the Customer in all TakeDowns with regard to all Publishers, online marketplaces and online shops covered by the agreement or with respect to their owners, operators or hosts as well as with respect to all operators of internet search engines and cloud data storage devices comprising, containing, indexing or listing offers or images of counterfeits of the Customer's products or offers or images that could negatively affect the Customer's trademark and copyrights (including the acceptance of any general terms and conditions of the respective online marketplace or online shop or other opponent that may be applicable to the Takedown).
- 4.2 The authorisation shall be irrevocable for the duration of the present agreement and shall end with the termination of the agreement. The Customer's right to a termination for good

cause shall remain unaffected. Sentryc may delegate authority to service providers to the same extent if such service providers are bound by the provisions of the present agreement and the directions by Sentryc or the Customer with regard to exercising the authority and thus no further expenses for the Customer result.

- 4.3 Upon request by Sentryc, the Customer shall repeat the authorisation with the content according to Clause 4.1 once again in a separate document for presentation by Sentryc to the respective Publisher, online marketplace or online shop, upon Sentryc's request also in English.
- 4.4 To the extent that the Customer itself is not directly entitled with regard to the Customer Data (e.g. if the parent company or an affiliate of the Customer is the trademark proprietor), the Customer shall ensure that the actual entitled party also grants an authorisation according to Clauses 4.1 through 4.3.

## **5. Remuneration, Payment, Default, Increase of Remuneration**

- 5.1 If remuneration is stipulated by time intervals (e.g. monthly) and the agreement is not in force for an entire time interval, the remuneration shall accrue pro rata temporis.
- 5.2 All remuneration is to be paid net plus any VAT incurred.
- 5.3 The remuneration shall be payable by cashless payment in EURO, irrespective of possible currency fluctuations.
- 5.4 The monthly remuneration owed by the Customer according to the present agreement shall increase one year after the start of the contract and then annually by 3% of the remuneration applicable up to then.
- 5.5 In addition to the increase according to Clause 5.4, Sentryc may increase the remuneration owed by the Customer according to the present agreement for the future by a declaration to the Customer in text or in writing if Sentryc has substantially extended or improved the functions of the software through an alteration, and if Sentryc explains the extension or improvement of the functions in its declaration. The Customer shall have the possibility to consider the extended or improved version. Sentryc will therefore announce the extension with a notice period of one month, whereupon the customer will receive a two-month trial period. The customer will be granted with a special right of termination for the duration of the trial period. The increased remuneration shall apply upon expiry of the trial period. When declaring the extension of the software and the increase in remuneration, Sentryc will refer to this regulation and its legal consequences.



## **6. Set-off, Retention**

The Customer shall only be entitled to offset or assert a right of retention if its counter-claims are undisputed or have been established as final and absolute.

## **7. Termination for Good Cause, Blocking of the Access, Data Deletion**

7.1 Sentryc shall be entitled to terminate the agreement for good cause, in particular

7.1.1 if the Customer is in default with payment of the remuneration or of a considerable part of the remuneration for two consecutive dates, or is in default with payment of the remuneration in an amount equal to the remuneration for two months during a period that extends over more than two dates,

7.1.2 if the Customer has culpably violated any other material provision of the present agreement and Sentryc can, as a consequence, no longer be reasonably expected to adhere to the agreement,

7.1.3 if insolvency proceedings are instituted against the Customer's assets or the institution of insolvency proceedings is declined due to lack of funds or insolvency or comparable proceedings have been instituted against the customer in accordance with the statutory provisions applicable to the Customer, or

7.1.4 if Sentryc is prohibited from offering or providing its contractually owed services due to a legislative change or due to an official or judicial ruling.

7.2 If the Customer culpably violates its obligations according to Clause 3 and Clause 4.3, Sentryc may block the Customer's access to the Contract Software after prior notification of the Customer in text form if this will demonstrably remedy the violation.

7.3 If the Customer culpably violates its obligations according to Clause 3.9 and Clause 3.10, Sentryc may delete Customer Data causing the violation.

7.4 The Customer shall be entitled to terminate the agreement for good cause, in particular

7.4.1 if Sentryc has culpably violated any other material provision of the present agreement and the Customer can, as a consequence, no longer be reasonably expected to adhere to the agreement, whereby for a termination due to a defect section 8.8 alone remains decisive,

7.4.2 if insolvency proceedings are instituted against Sentryc's assets or the institution of insolvency proceedings is declined due to lack of funds.

## **8. Warranty, Force Majeure**

- 8.1 Sentryc shall warrant to maintain the Customer's ability to use the Contract Software in the contractually stipulated scope of service and in accordance with the specification of service in Clause 2 (contractually agreed quality) as of the beginning of the agreement and during the term of the agreement.
- 8.2 Malfunctions or failures of the Contract Software caused by a use of the Contract Software that is in breach of the terms of the agreement or improper, by other hardware or software of the Customer that is directly or indirectly connected to the Contract Software or by an alteration of the Contract Software made by the Customer or a third party without Sentryc's consent shall not constitute a defect.
- 8.3 If Sentryc's services are not provided in accordance with the agreement, Secs. 536 et seqq. BGB shall apply, unless otherwise determined by the present agreement.
- 8.4 If the Customer finds a defect of the Contract Software, the Customer shall without undue delay notify Sentryc of the defect in writing.
- 8.5 A defect of the Contract Software may also be remedied by way of a temporary solution or by the option to work around the defect by way of a different use of the Contract Software, provided that this can remedy the defect or the Customer can reasonably use the Contract Software as a consequence.
- 8.6 Notwithstanding Sec. 275 (1) through (3) BGB, Sentryc may refuse to remedy a defect if that is only possible at a disproportionate cost.
- 8.7 The Customer shall not be entitled to assert a reduction of the remuneration by autonomously deducting the reduction from the current remuneration. The Customer's right based on unjust enrichment to reclaim from Sentryc any part of the remuneration that was paid in excess due to a justified reduction of the remuneration shall remain unaffected.
- 8.8 The Customer shall be entitled to terminate the agreement for good cause pursuant to Sec. 543 (2) no. 1 BGB if a removal of defects is impossible, if Sentryc refuses to remove defects, if the elimination of the defect is not reasonable for the Customer for other reasons or if a removal of defects by Sentryc has failed. The removal of defects shall be deemed to have failed after a third unsuccessful attempt by Sentryc, but no earlier than two weeks after the Customer has reported the defect.
- 8.9 If Sentryc's performance is delayed or temporarily prevented due to force majeure, industrial action or technical Internet problems beyond Sentryc's control, Sentryc shall - as far as Sentryc is aware - immediately point out the existence of such an impediment and

its expected duration and Sentryc shall be relieved of its obligation to perform for the duration of the impediment to performance. The Customer shall, in turn, be relieved of its obligation to pay the remuneration for the duration of the impediment to performance unless the duration is shorter than 24 hours. Unless the impediment to performance is only temporary, Sentryc and the Customer shall each be entitled to terminate the agreement for good cause; an impediment to performance is not temporary if the impediment to performance persists for more than two weeks. In the event of a termination due to such an impediment to performance, claims for damages shall be excluded.

## **9. Liability of Sentryc**

- 9.1 Sentryc shall be liable for damage caused by a deliberate or grossly negligent breach of duty by one of its legal representatives, employees or vicarious agents.
- 9.2 Sentryc shall further be liable for damage arising from injury to life, body or health caused by a deliberate or negligent breach of duty by one of its legal representatives, employees or vicarious agents.
- 9.3 Other than that, Sentryc's liability shall be excluded for damage that, pursuant to Sec. 536a (1) BGB, is due to a defect that already existed at the time of the conclusion of the agreement, or due to a negligent breach of duty or a negligently committed tortious act by one of its legal representatives, employees or vicarious agents, unless material obligations have been violated which must necessarily be complied with in order to achieve the purpose of the agreement, or which arise from laying legitimate claim to being given a high degree of trust (cardinal obligations). In such exceptions, Sentryc's liability shall, however, be limited to the compensation for foreseeable damage.
- 9.4 Sentryc's liability arising from the German Product Liability Act (Produkthaftungsgesetz), from guaranteeing the quality of a product, a procurement risk and from the fraudulent concealment of a defect shall not be affected.
- 9.5 Sentryc shall not be liable to the Customer for damage that a third party asserts against the Customer pursuant to foreign law to the extent that its assertion is obviously incompatible (in particular "punitive damages") with the principles of German law (ordre public).
- 9.6 The above provisions on liability shall also apply for the benefit of legal representatives, employees and vicarious agents of Sentryc with respect to claims asserted directly against them.

## **10. Statute of Limitations**

- 10.1 Notwithstanding the statutory provisions, claims of the Customer against Sentryc shall become statute-barred two years after the end of the year in which the claim arose and the Customer became aware or should have become aware of the circumstances giving rise to the claim, but no later than five years after the claim arose, unless the claim is based on a deliberate or grossly negligent breach of duty, arises from a guarantee for the quality of a product or from the fraudulent concealment of a defect or is aimed at a compensation for damage arising from injury to life, body or health.
- 10.2 Sec. 548 BGB shall remain unaffected.

## **11. End of the Agreement**

- 11.1 When the agreement ends, the Customer's right to use the Contract Software shall end at the same time.
- 11.2 Sentryc shall be entitled, but not obliged, to delete the data uploaded or otherwise provided by the Customer in the context of its use of the Contract Software after 12 months after the end of the agreement.
- 11.3 If the Customer continues to use the services of Sentryc after the expiry of the term of the agreement, this shall not result in an extension of the contractual relationship; Sec. 545 shall be waived.

## **12. Data Protection**

- 12.1 The Parties shall comply with the respective applicable provisions on data protection.
- 12.2 The Customer shall only process personal data (Art. 4 no. 1, no. 2 GDPR) when using the Contract Software to the extent that it is entitled to do so. The Customer shall, in particular, ensure that it has the consent of the data subject required for processing, unless the processing is permitted by law. If a third party asserts claims against Sentryc due to the processing of personal data by the Customer, the Customer shall indemnify Sentryc against such claims at first request.
- 12.3 The Parties shall conclude a data processing agreement to the extent that it is required for the performance of the present agreement pursuant to the provisions of the GDPR. If the Parties conclude a data processing agreement with regard to the performance of the present agreement, the provisions of the data processing agreement shall take precedence over the provisions of the present agreement in the event of a conflict between the provisions.

### 13. References, Confidentiality

- 13.1 For the duration of the agreement, Sentryc shall be entitled to use the Customer's name or company name and, where appropriate, the Customer's logo as well as texts approved by the Customer (also in a version subsequently translated by Sentryc) and graphic materials as a customer reference free of charge (e.g. on Sentryc website, in quotations, reference or application reports, in other marketing or sales activities, in press and public relations work, in other materials, images and presentations by Sentryc). The Customer may revoke this right in writing with one month notice, effective at the end of the month. A revocation for good cause shall remain unaffected. If the agreement has ended or the Customer has revoked the right, Sentryc may use up any print products naming the Customer as a reference that have already been produced within a reasonable time period in spite of the revocation.
- 13.2 The Parties shall undertake to keep all confidential information of the respective other party which they become aware of in the course of the contractual relationship under the present agreement confidential for an unlimited period of time, and not to disclose the confidential information to third parties or use it in any other way ("**Confidentiality Obligation**").
- 13.3 Confidential information shall include all information, in any form, that one party makes available to the respective other party and that is marked as confidential, is to be considered confidential based on the circumstances or that is derived from confidential Information that one party has made available. Notwithstanding the above, confidential information shall not include any such information that
- 13.3.1 is or becomes publicly or generally available at the time of its disclosure (unless that is due to a breach of the present agreement), or
- 13.3.2 was already legitimately in the possession of the party to which it is disclosed and not subject to a confidentiality obligation prior to the time of disclosure, or
- 13.3.3 one party obtained from a third party that is entitled to disclose such information without limitations, or
- 13.3.4 was invented or developed by one party without access to the confidential information disclosed by the respective other party.
- 13.4 The Confidentiality Obligation shall not apply
- 13.4.1 if the disclosure or utilisation is required to perform the agreement (even by engaging third parties to perform the agreement) or in order to accomplish the object of the agreement,

- 13.4.2 if Sentryc uses the confidential information to improve the services offered by Sentryc as long as this does not involve a disclosure of the confidential information to third parties,
- 13.4.3 to the disclosure to persons who are subject to a statutory obligation to observe secrecy,
- 13.4.4 to the disclosure due to a statutory obligation or an official or judicial order, and
- 13.4.5 to the disclosure in a legal dispute if the disclosure is required to prove the existence or non-existence of a right in order to avert considerable damage from the disclosing party.
- 13.5 The Parties shall undertake to also impose the obligations resulting from Clauses 13.2, 13.3 and 13.4 on their auxiliaries (e.g. employees, freelance staff, other vicarious agents). The Parties shall only disclose confidential information to their auxiliaries to the extent that the latter need to know the information to perform their obligations.
- 13.6 The provisions of Clauses 13.2, 13.3, 13.4 and 13.5 shall supersede all previous non-disclosure or confidentiality agreements between the Parties relating to or in connection with the subject matter of the Agreement.

#### **14. Partial Invalidity, Amendments of the Agreement**

- 14.1 In the event that one or several provisions of the agreement are or become invalid or the agreement is incomplete, the validity of the remaining provisions shall not be affected.
- 14.2 The scope of services may be extended by a separate agreement of the parties (also in text form, e.g. by simple e-mail) (e.g. by including additional online stores or product lines; "**Extension Agreement**"). In the event of an extension of the scope of services, the remuneration shall be adjusted accordingly, unless the Extension Agreement contains a specific provision on the adjustment of remuneration. The Extension Agreement shall commence immediately upon its conclusion unless a start date is specified. Besides that, the provisions of this Agreement shall apply to an extension of the scope of services.
- 14.3 Modifications or amendments to the agreement shall be in written form in order to be valid. The same shall apply to an amendment of the present written form requirement.
- 14.4 In the event that Sentryc wishes to change the GTC, Sentryc shall notify the Customer of the amendments in text form or in writing and offer that they enter into force no earlier than two months after the Customer has received the notification. The Customer may consent to or reject the amendments before the effective date stated by Sentryc. The Customer shall, however, be deemed to have given its consent if the Customer has not rejected the amendments by the effective date stated by Sentryc and Sentryc has pointed out this de facto consent in its offer.



## **15. Applicable Law, Place of Jurisdiction**

- 15.1 All legal relationships arising from the present agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Only the German version of the present terms and conditions shall be decisive.
- 15.2 If the contract is concluded by electronic business transactions and not by individual communication, § 312i para. 1 sentence 1 no. 1 to no. 3 and sentence 2 BGB shall not apply.
- 15.3 If the Customer has its head office or a subsidiary in the Federal Republic of Germany and if the Customer is a merchant in the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a public separate estate, the local jurisdiction of the court having jurisdiction for Sentryc's head office shall be agreed upon for all disputes arising from or in the context of the present agreement.
- 15.4 If the Customer relocates its head office to outside the Federal Republic of Germany after the conclusion of the agreement - even if the Customer is not a merchant in the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a public separate estate - the international jurisdiction of the German courts and the local jurisdiction of the court having jurisdiction for Sentryc's head office shall be agreed upon for all disputes arising from or in the context of the present agreement.
- 15.5 If the Customer has no head office and no subsidiary in the Federal Republic of Germany when the agreement is concluded, the international jurisdiction of the German courts and the local jurisdiction of the court having jurisdiction for Sentryc's head office shall be agreed upon for all disputes arising from or in the context of the present agreement.
- 15.6 The jurisdiction according to Clause 15.4 and Clause 15.5, respectively, shall be exclusive; Sentryc shall, however, also be entitled in the cases indicated there to sue the Customer at its respective general place of jurisdiction.
- 15.7 The courts having local jurisdiction for Sentryc's head office are: Local Court Berlin-Mitte (Germany), Regional Court Berlin (Germany), etc.