



General Terms and Conditions

SmartTECS Cyber Security GmbH

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1 General, Applicability, Scope, Deviating and Supplementary Conditions

- I. The SmartTECS Cyber Security GmbH (hereinafter referred to as STC) is a company in the IT security sector and assists customers in securely implementing their digitalization projects at various levels. STC provides the aforementioned and other services exclusively under the following General Terms and Conditions (hereinafter referred to as GTC), unless otherwise agreed upon with the customer in individual cases.
- II. These GTC apply exclusively. Contradictory, deviating, or supplementary provisions of the customer shall not become part of the contract, even if STC does not expressly object to them. The following GTC also apply if STC, despite being aware of contradictory, deviating, or supplementary provisions of the customer, provides the service without reservation. This also applies to GTC mentioned in order confirmations or other confirmations from the customer. The acceptance of services by STC does not constitute acceptance of such conditions. Contradictory GTC or (purchasing) conditions of the customer shall only apply upon separate written confirmation by STC.
- III. The following GTC also apply to all future contractual relationships with the customer, regardless of whether explicit reference is made to these GTC upon their conclusion.
- IV. Should these GTC be updated, the version valid at the time the service is performed will govern the agreement.
- V. Information contained in STC's advertising materials, including brochures and catalogs, is intended for general guidance, and is not binding.
- VI. The GTC can be accessed online at "<https://security-smarttecs.com/terms/>" and are available for review at our Chemnitz office.

2 Quotation and Conclusion of Contract

- I. Quotes from STC are non-binding unless they include a specific deadline for acceptance.
- II. The contract between STC and the customer is only concluded upon written order confirmation by STC.
- III. Providing information without prior written confirmation of the commission does not establish a contractual relationship; such information is generally non-binding.
- IV. The agreed languages for any contract under these terms are German and English.

3 Provision of Services

- I. The content and scope of the services are determined by the respective written offer confirmed by STC or the respective contract. STC provides services according to recognized technical standards.
- II. The services provided by STC may include service and/or work performances. However, in case of doubt, STC's services are aimed at supporting the customer without STC owing a specific outcome.
- III. The services to be provided to the customer are usually performed solely by STC. However, STC is entitled to have all, or part of the contractual service provided by other companies. The customer does not have authority over STC, its employees, or companies commissioned by STC.

- IV. STC provides its services through appropriately qualified personnel. However, the customer does not have a right to demand services from specific personnel. STC will reasonably consider the customer's interests when selecting personnel involved in service provision.
- V. The place of service provision is usually the registered office of STC or its other places of business.
- VI. If the services of the contractor are to be provided at a location other than the aforementioned places of assignment, the customer is required to provide the contractor with a suitably equipped workspace in separate rooms. The contractor is not responsible for any resulting costs or expenses.
- VII. The customer must inform the contractor of the need for a different service at least 10 working days before the start of the service so that the contractor has sufficient time to organize it.
- VIII. In the event of a change in the work location, the customer is required, at their own expense, to ensure workplace safety and the personal safety of the contractor.
- IX. Standard working hours are 8 hours per workday, 40 hours per week.
- X. The statutory public holidays at the assignment location are non-working days.
- XI. If the services under the contract are not to be provided at STC's registered office, the customer is obliged, after prior timely and joint agreement, to provide a suitably equipped workspace in separate rooms for STC free of charge, which complies with the applicable occupational safety regulations.
- XII. Unless otherwise agreed with the customer, all work results of STC (documentation, software, etc.) will be written in German and/or English and provided to the customer on data carriers or electronically transmitted files (email).

4 Customer's Obligations to Cooperate

- I. Within the scope of project orders, the customer is obligated to provide reasonable cooperation in order to ensure the successful provision of services by the employee. In particular, the customer shall provide the contractor with all information necessary for the performance of the services in a timely manner.
- II. The customer will grant the contractor access to the necessary documents, facilities, commercial premises, and properties or facilities of third parties (e.g., end customers) as required for the services to be provided, without incurring costs to the contractor.
- III. The customer is obligated to provide STC with all information and documents relevant to the proper execution of the respective service in a timely manner before the service provision, and to cooperate to the necessary extent to fulfill the purpose of the contract throughout the entire contract period.
- IV. The customer must ensure that STC is provided with all necessary documents, data, etc., complete, up-to-date, accurate, timely (usually immediately after the written order confirmation, but at the latest upon request by STC), in writing, free of charge, and free from third-party rights that would hinder STC's contractual use, as well as in German or English.
- V. If documents are to be revised or provided by STC under the contract, these documents must be provided by the customer as editable data and clearly marked as such.
- VI. The customer shall designate a knowledgeable contact person to STC, who will be regularly available during the contract period for the exchange of necessary information and who will make binding decisions on behalf of the customer.

- VII. The customer shall designate a knowledgeable contact person to STC, who will be regularly available during the contract period for the exchange of necessary information and who will make binding decisions on behalf of the customer.
- VIII. If the services to be provided by STC require travel by its employees, the customer undertakes to cooperate in travel preparation (e.g., visa application, invitation letter for visa application, etc.).
- IX. The customer is responsible for ensuring, to the necessary extent, that the execution of the contract is not delayed or interrupted, to the extent within their control.
- X. If the customer fails or inadequately fulfills their obligations listed under points 1 to 7, resulting in delays and/or additional effort and/or idle time, STC may - without prejudice to further legal rights - claim a reasonable adjustment to the agreed schedule and additional compensation according to the hourly rates specified in the confirmed offer from the customer.

5 Business Trips Related to Service Provision

- I. Travel by STC employees shall be booked by STC to an appropriate and necessary extent, insofar as required by the services to be provided and unless otherwise agreed, and shall be invoiced to the customer at cost price, according to proof.
- II. Unless otherwise agreed with the customer, costs incurred by STC in connection with travel arrangements shall be invoiced to the customer at cost price, as evidenced.
- III. The time spent by STC on travel preparations (e.g., for obtaining a visa), unless otherwise agreed with the customer, will be billed as working hours. The compensation is based on the prices (hourly rates) specified in the confirmed offer.
- IV. Travel time is considered working time for STC employees and will be invoiced to the customer according to proof.
- V. Unless otherwise agreed with the customer, the following conditions apply to travel by STC employees:
 - Accommodation in a mid-range hotel or guesthouse (maximum €120 per night in Germany, exception: event-related special rates, e.g. for trade fairs)
 - Additional expenses for meals (VMA) in accordance with legal requirements
 - Costs for traveling to and from the event (company car, rental car or train)
 - Journeys by car are charged at EUR 0.45 per kilometer
 - Rail travel in 2nd class incl. seat reservation
 - Air travel up to 3 hours flight duration (one way) is booked in Economy Class, from 3 hours flight duration (one way) in Premium Economy Class
 - For short distances and arrival/departure from airports/train stations, you can choose to use a car, public transport and/or a cab
 - Travel time (see hourly rate in the offer)
- VI. Travel costs to other locations incurred in the course of order processing will be charged to the customer in accordance with the items listed under point 5.

6 Prices, Additional Services and Term of Payment

- I. Unless otherwise agreed with the customer, all prices quoted are net in Euro and are additional to any applicable statutory sales tax.
- II. Services shall be invoiced on a time and material basis unless a different method of invoicing has been agreed with the customer. In the case of services on a time and material

- basis, the work, travel preparation and travel times incurred shall be invoiced to the customer by STC at the hourly rates agreed in the confirmed offer.
- III. Estimated prices for services on a time and material basis that may be stated in the offer are non-binding. The quantities on which an estimate is based are based on a qualitative assessment of the scope of services carried out by STC to the best of its knowledge. If STC determines in the course of providing the service that the quantity estimates will be exceeded, it shall inform the customer of this immediately. STC shall not exceed the quantities on which the estimated price is based until the customer has given its written consent.
 - IV. All services that are not expressly listed in the confirmed offer but are provided by STC at the instruction or with the approval of the customer shall be deemed additional services. Additional services shall be invoiced separately on a time and material basis.
 - V. If the services to be provided by STC also require the services of third parties, e.g. for translation and/or printing service providers, these shall be commissioned by STC to the extent necessary, unless otherwise agreed with the customer, and invoiced to the customer at cost price according to proof plus a 15% administrative cost surcharge.
 - VI. Price surcharges for special working hours only apply if these services are requested directly from STC by the customer due to project requirements:

- Night work (08.00 pm – 06.00 Uhr am)	25%
- Saturday work	25%
- Sunday work	50%
- Work on public holidays	100%
 - VII. Payments are due without any deductions within 14 calendar days of the invoice date.
 - VIII. Payments must be made to a bank account in Germany to be specified by STC when the invoice is issued. The customer is responsible for all expenses incurred.
 - IX. The value date on STC's account is decisive for the timeliness of payment.
 - X. If the customer does not make the payment by the due date, he shall be in default without any further reminder.
 - XI. If the customer defaults on payment and fails to pay within the period specified in the reminder, even after a reminder from STC, interest shall be charged on the outstanding payment amount at nine percentage points above the applicable base interest rate in accordance with §§ 288 Para. 2, 247 BGB.
 - XII. Objections to invoices from STC may only be raised by the customer in writing within thirty days of receipt of the invoice. Objections which the customer could not recognize earlier through no fault of his own must be asserted in writing in accordance with the statutory provisions. Timely dispatch of the objection shall be decisive for compliance with the deadline. Failure to raise objections in good time shall be deemed approval.

7 Credit Checks, Reminder and Debt Collection Procedures and Factoring

- I. STC is entitled to obtain creditworthiness information about the customer from a credit agency (e.g. Creditreform) before the contract is concluded and during the course of the contractual relationship.
- II. STC is entitled to have the customer's dunning and collection procedures handled by appropriate service providers, whereby the customer shall bear the costs incurred for this.
- III. STC is entitled to process claims against the customer via third parties (e.g. factoring service providers) in order to secure and increase liquidity.

8 Prohibition of Assignment and Offset

- I. The customer is not entitled to transfer its rights and obligations under a contract to third parties without the explicit prior written consent of STC.
- II. The customer may only offset claims of STC against undisputed or legally established counterclaims.

9 Duration and Termination

- I. If the contract has been concluded for an indefinite period, it may be terminated in writing by either contracting party with four weeks' notice to the end of a calendar month - but not before the expiry of a minimum term, if such a term has been contractually agreed in individual cases. The statutory rights of termination remain unaffected.
- II. The contract may be terminated in writing by either party for good cause without notice. Good cause shall be deemed to exist if:
 - a) the customer is in arrears with payments due and has not paid even after a reminder from STC declared after the default occurred;
 - b) enforcement measures have been initiated against the customer which may affect the customer's ability to meet its obligations under the contract;
 - c) the information obtained by STC about the customer from a credit agency generally recognized in business life (e.g. Creditreform) about the customer's financial circumstances gives rise to the concern that the customer will not meet the obligations arising from the contract, whereby the customer is at liberty to refute this concern vis-à-vis STC by providing suitable proof of its creditworthiness, by paying in advance or by providing suitable security, or
 - d) a contractual partner promises, offers or grants advantages of any kind to an employee or agent of the other contractual partner involved in the preparation, conclusion or execution of the contract or to a third party in the interest of the other contractual partner.

10 Warranty

- I. Insofar as the services are work services, the following shall apply:
 - a) The commissioned services shall be accepted by the customer in a written acceptance report after completion of the work in accordance with Section 640 BGB. Any defects shall be noted in the acceptance report, whereby the customer shall only be entitled to rights in respect of defects if it expressly reserves its rights in respect of the defect at the time of acceptance, unless the defects were hidden and not readily apparent. If, after examination of the defect reported by the customer, it turns out that such a defect did not actually exist, the customer is obliged to bear the additional costs incurred in this respect.
 - b) STC's performance shall be deemed accepted 10 working days after notification of completion of the work to the customer, but at the latest upon payment of the final invoice.
 - c) In the event of a defect, the customer shall grant STC a reasonable period of time for subsequent performance depending on the circumstances of the individual case. STC may then, at its discretion, remedy the defect or produce a new work.

- d) If the supplementary performance fails, the customer is entitled to withdraw from the contract in accordance with Sections 636, 323 and 326 (5) BGB or to reduce the remuneration in accordance with Section 638 BGB. STC shall also be liable in accordance with Section XI. for culpably caused damage and on the basis of mandatory statutory liability provisions (e.g. the Product Liability Act). The customer shall have no further rights in respect of defects unless STC has fraudulently concealed the defect or has assumed a guarantee or a procurement risk in this respect. The customer's right to extraordinary termination of the contract for good cause remains unaffected.
 - e) The customer's claims for defects shall become time-barred one year after the statutory commencement of the limitation period. This does not apply to STC's liability for damages resulting from injury to life, body or health, which are based on a negligent breach of duty by STC or an intentional or negligent breach of duty by a legal representative or vicarious agent of STC and for damages which are based on a grossly negligent breach of duty by STC or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of STC.
- II. The provision of § 377 HGB remains unaffected in any case.

11 Liability

- I. The contractor accepts no liability for errors in the documents provided by the customer.
- II. The liability of STC and its employees as well as its vicarious agents and assistants for culpably caused damage is excluded, unless the damage is based on intent or gross negligence.
- III. Section 1 shall not apply in the case of
 - a) damages resulting from injury to life, limb or health and
 - b) the culpable breach of essential contractual obligations, i.e. such obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely (so-called "cardinal obligations").
- IV. In the event of a breach of material contractual obligations which are not based on intent or gross negligence, the liability of STC and its employees and vicarious agents for property damage and financial loss shall be limited to the damage which was foreseeable as a possible consequence of the breach of contract at the time the contract was concluded or which should have been foreseeable taking into account the circumstances which STC knew or should have known. The liability of STC and its employees as well as its vicarious agents and assistants is limited by the order value of the contract. The liability of STC and its employees and vicarious agents for loss of data shall be limited to the typical recovery costs that would have been incurred even with regular and risk-appropriate data backups.
- V. The customer must notify STC immediately of any damage, otherwise any further damage resulting from the delayed notification shall be borne by the customer.
- VI. Unless otherwise agreed with the customer, STC assumes no guarantee and no procurement risk.
- VII. Mandatory statutory liability regulations (e.g. the Product Liability Act) remain unaffected.
- VIII. STC shall not be liable for damage caused by faulty instructions from the customer, a defective component provided by the customer or faulty documentation provided by the customer.
- IX. Also excluded from liability are damages caused by faulty actions of the customer or third parties.

12 Dates, Deadlines, and Force Majeure

- I. Dates and deadlines are only binding for STC if they have been expressly agreed as binding in writing.
- II. If non-compliance with a specific performance time is due to events for which STC is not responsible (including strike or lockout), the performance dates shall be postponed by the duration of the disruption, including a reasonable start-up phase.
- III. Impediments to performance and acceptance, in particular as a result of general mobilization, industrial action, riots, fire, war, natural disasters, pandemics, terrorism and its effects, confiscation, embargo, restrictions on energy consumption as well as defective or delayed deliveries by subcontractors due to the circumstances listed in this clause and other cases of force majeure as well as due to sovereign orders or other circumstances which are beyond the control of the contracting parties or which can be prevented even with a reasonable technical and economic effort, which cannot be averted or compensated for even with reasonable technical and economic effort, shall release the contracting parties from the fulfillment of their contractual obligations for the duration and to the extent of the event. The contracting party prevented from fulfilling its obligations is obliged to notify the other contracting party immediately of the occurrence and end of the aforementioned circumstances.

13 Modification of services and contractual conditions

- I. If the technical, economic or legal conditions under which the contract was agreed undergo a fundamental change and if, as a result, one party can no longer be reasonably expected to maintain the contractual conditions because the intentions of the parties, which are aimed at a fair balance of the mutual economic interests in the sense of maintaining the equivalence relationship, are no longer fulfilled, this party may demand that the contract be adapted to the changed circumstances.
- II. The parties shall endeavor to reach an agreement on the written request for adjustment made by a party within three months. If no agreement is reached, the party requesting the adjustment shall have the right to terminate the contract in writing within four weeks of the failure of the attempt to reach an agreement, giving four weeks' notice to the end of the next calendar month. The legal consequences of such termination shall be governed by the statutory provisions.

14 Compliance Obligations and Data Protection

- I. The contracting parties undertake to comply with all applicable laws, regulations, directives and other legal provisions (in particular anti-corruption laws) when providing their services in accordance with the contract existing between them.
- II. The contracting parties undertake to process and use the data required for invoicing or other processing of the contract in accordance with the applicable data protection regulations.
- III. The work results and / or partial results made available to the customer in any form are subject to the copyright of STC. Work results and / or partial results may not be passed on by the customer to third parties or made available to third parties in any other form. Furthermore, the statutory provisions for the protection of copyright (in particular the

license conditions) shall apply. In the event of violations, the customer shall be liable for any damages incurred.

- IV. STC collects data for the purpose of performing the contract, fulfilling its contractual and pre-contractual obligations and for direct advertising. The collection and processing of data is necessary for the performance of the contract and is based on Article 6(1)(b) GDPR. The data will not be passed on to third parties. The data will be deleted as soon as it is no longer required for the purpose of its processing. The customer has the right to object to the use of their data for the purpose of direct advertising at any time. In addition, the customer is entitled to request information from STC about their stored data and, if the data is incorrect, to request that it be corrected or, in the case of unauthorized data storage, that it be deleted. In the event of violations, the customer has the right to lodge a complaint with the supervisory authority.

15 Confidentiality and Non-Disclosure, References

- I. The contracting parties shall treat all information of the other contracting party that becomes accessible in connection with the contract (including pre-contractual information) - by whatever means and in whatever form - that is designated as confidential or is recognizable as business or trade secrets due to other circumstances, with the confidentiality customary in business life. The contracting parties undertake to obligate their employees and other third parties who are or will be involved with the aforementioned information to maintain confidentiality in an appropriate manner.
- II. Furthermore, the contracting parties shall treat the content of the concluded contract as confidential.
- III. The disclosure of information in accordance with the above clauses 1 and 2 to companies affiliated with the contracting parties is permitted, provided that they are also obliged to treat the information or the content of the contract confidentially. Clauses 1 and 2 shall not apply to information that is passed on to consultants who are obliged to maintain professional secrecy. Clauses 1 and 2 shall also not apply if and insofar as the information is generally known, must be disclosed by law or official order, was lawfully acquired by a third party and passed on to the receiving contractual partner or was already known to the receiving contractual partner beforehand.
- IV. The publication of the general cooperation (e.g. through press releases) between the contracting parties and the naming of references in company presentations and personnel profiles shall be exempt from confidentiality, insofar as the naming relates to the company name, project name and general content without details worthy of protection. The respective contractual partner may only object to the naming of references in individual cases if, in exceptional cases, there are important business reasons to the contrary.

16 Adaptation of the Terms and Conditions

- I. These GTC are based on the legal and other framework conditions at the time the contract is concluded. Should these framework conditions change, STC shall be entitled to demand an adjustment of these GTC to the changed framework conditions, provided that this does not significantly change the relationship between performance and consideration agreed by the contracting parties.
- II. An adjustment of the GTC in accordance with the above Section 1 shall only become effective if STC notifies the customer of the adjustment at least eight weeks before the planned

effective date, at least in text form and with express reference to the changes. If the customer does not agree with the notified adjustment, he has the right to object to the request for adjustment within a period of four weeks from receipt of the notification, at least in text form. If the customer does not exercise this right, the adjustment shall be deemed to have been agreed. STC shall explicitly inform the customer of this approval effect of his silence in the notification.

- III. Should it be unreasonable for STC to continue the contract as a result of the customer's objection, STC shall be entitled to terminate the contract with a notice period of three weeks to the end of the day preceding the day on which the amended GTC are scheduled to take effect

17 Non-Solicitation Clause

- I. For the duration of the contractual cooperation and for a period of two years after termination of the contractual cooperation between STC and the customer company, the customer company is expressly prohibited from directly or indirectly (e.g. through third parties) enticing away employees of STC who are or were involved in product development for the customer company or in the other contractual performance of services within the scope of the project cooperation.
- II. STC and the customer company recognize the special position of trust in the deployment of STC employees, which results from the joint project and other cooperation. STC's special need for protection and the position of trust between the companies is based in particular on the especially close, sometimes individual project-related cooperation between STC employees and the customer company, which can last for months. The prevailing shortage of skilled workers also plays a decisive role here, whereby the customer company - which operates in a market segment in which STC employees could easily be deployed very well - has direct, permanent contact and access to STC employees due to the close project cooperation described above. This enables the customer company to test the STC employees in their day-to-day work, so to speak, and would therefore run a lower contractual risk when hiring them.
- III. In the event of poaching, the customer company undertakes to pay a contractual penalty to STC in the amount of two gross annual salaries (including any bonuses, management bonuses, etc.) relating to the respective employee. The contractual penalty is due and payable within 30 days of the poached employee leaving STC.
- IV. The contractual penalty serves in particular to compensate STC for the damage incurred - in particular the loss of manpower and know-how resulting from the loss of the employee.
- V. This poaching clause is merely an ancillary agreement to the project/contract.

18 Final clauses

- I. There are no verbal collateral agreements or agreements to these GTC.
- II. Amendments or additions to the contract must be made in writing to be legally effective. The same applies to any waiver of the written form requirement.
- III. These GTC and all legal relations between us and the customer shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods.

GTC, 10.10.2023



- IV. The place of jurisdiction for merchants within the meaning of the German Commercial Code (Handelsgesetzbuch), legal entities under public law and special funds under public law is the registered office of STC in Chemnitz. The same shall apply if the customer has no general place of jurisdiction in Germany. However, STC is entitled to sue the customer at the location of its registered office.
- V. Should individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic and technical purpose of the invalid or unenforceable provision. The same shall apply in the event of the existence or occurrence of a loophole that needs to be filled.

SmartTECS Cyber Security GmbH

Chemnitz, 10.10.2023

A handwritten signature in blue ink that reads "Robert Reuther". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robert Reuther
Managing Director

A handwritten signature in black ink that reads "Marko Winkler". The signature is more blocky and less cursive than the one on the left.

Marko Winkler
Managing Director

Robert Reuther & Marko Winkler
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