

## Terms and conditions

Last updated: 24<sup>th</sup> August 2022

These Terms and Conditions ("Terms") form the legal agreement between you, either an individual or legal entity ("You" or "Your") and retraced GmbH, a limited liability company, registered in the Commercial Register of the Local Court of Düsseldorf under Register No. HRB 86464, with its registered office at Kölner Straße 336a, 40227 Düsseldorf, Germany ("retraced"). retraced and the Client are hereinafter jointly referred to as the "parties", and individually as the "party".

Unless otherwise agreed, retraced objects the inclusion of any conflicting terms and conditions of you. The Terms apply in the actual version of the signing date.

### § 1 Definitions

(1) User. If you are an individual the User is You. If You are a legal entity, the User shall be a placeholder for one of your employees.

(2) Company. If you are an individual, Your Company is the legal entity who authorized you to use the Services. Otherwise, Your Company is You. Your Company can exist without a User.

(3) Account. Account is the access of a User to the retraced services and is uniquely identified by email or mobile number.

(4) User Data. User Data is all data which are belonging to a specific User only.

(5) Usage Data. Usage Data is the data about the behaviour of a User and is generated by retraced based on User behaviour.

(6) Company Data. The Company Data is all data which are belonging to Your Company.

(7) Your Data. User Data, Usage Data and Company Data are hereinafter jointly referred to as Your Data.

(8) Service. Service or "Services" means those services provided by retraced to the Client under a Service Order. The Services may especially include retraced's dashboard, API, hosted consumer communication, webshop overlay consumer communication and mobile apps.

(9) Proprietary Rights. Proprietary Rights means all patent rights, copyrights, moral rights, trademark rights, trade secret rights and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

### § 2 Service orders

(1) Definition. The parties will enter into Service Orders from time to time. Each Service Order shall be deemed attached to these Terms. The parties may amend or extend the term of a Service Order by written agreement

in the form of an amendment to the relevant Service Order or a successor or replacement Service Order, as the parties determine is appropriate.

(2) Conflict resolution. In the event of any conflict between the terms of these Terms and a Service Order, the terms of the Service Order shall prevail, only as to such Service Order, and only to the extent the specific term on the Service Order expressly states that it is intended to supersede the terms of these Terms.

### § 3 Use of the services

(1) Client access. To access certain areas and features within the Services, You must create an Account. retraced grants You a non-exclusive, non-sublicensable, revocable, non-transferable right to access and use the Services.

(2) Usage restrictions. You shall not reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form the capabilities of the Services. The Services shall not be physically transferred to You nor hosted on Your hardware.

(3) Security. retraced operates the Services in accordance with standard industry practices for security and retraced will promptly resolve security issues upon becoming aware of the same. retraced will use commercially reasonable efforts to notify You by email or through your Account when a security issue is found to have compromised Your Data.

(4) Service changes. retraced may make changes to the Services at any time without notice provided that the changes do not materially diminish the usefulness of the Services to You.

### § 4 Content

(1) Your account. An Account is necessary in order to make use of certain areas and features within Services. You will ensure that the information in the your Account is at all times truthful, accurate, current, and complete.

(2) Your company data. To maintain a high quality of the Services, You will ensure that the information in the your Company profiles associated with your Account is at all times truthful, accurate, current, and complete.

(3) Data Use Right. Subject to these Terms, You grant retraced a non-exclusive and limited right to access, use, and analyse Your Data as necessary in order to perform the requested Services ("Data Use Rights").

(4) Service analytics. You acknowledge that the Data Use Rights include the use of Your Data for retraced platform analytics created for other platform Companies to where Your Company has been linked actively or passively to within the platform.

(5) Service usage. retraced may use Your Data to learn more about and help to improve the Services. Retraced also collects analytics data about Your Data when Retaced is processing Your Data. For example, retraced tracks how often companies are created, performance data, and other such technical information. retraced reserves all rights in and to any metadata and analytics it collects in the course of providing the Services.

(6) Content responsibility. You are solely responsible for Your Data that you provide to retraced. As between the parties, You own all right, title and interest in Your User Data and any and all Proprietary Rights embodied in or related to the User Data. If You are a legal representative of Your Company, You also own all right, title and interest in Your Company Data and any and all Proprietary Rights embodied in or related to the Company Data

(7) Certifications review. Retraced does review upload of certifications in the platform and use for help external services to verify their validity and authenticity.

(8) Content review. Retraced reserves the right, but does not have the obligation, to monitor Your Data and to block access to any of your Data that violates these Terms or that retraced finds otherwise objectionable. You are solely responsible for creating a backup, copies and replacing Your Data is at your sole cost and expense. If you remove any of Your Data from the Services, retraced may retain Your Data for commercially reasonable period of time for backup, archival or audit purposes.

(9) Communication. You acknowledge that Your Company Data might be communicated to third parties within or outside of the platform by other members of the platform.

### § 5 Warranties

(1) Your warranties. You represent and warrant that:

(a) You have or have secured all rights necessary to grant retraced the Data Use Rights;

(b) retraced's exercise of the Data Use Rights will not infringe or violate the rights of any third party;

(c) You will comply with all applicable laws and regulations in its use of the Services;

(d) Your Data and Your use of the Services are not infringing, libellous, or otherwise unlawful or tortious;

(2) Mutual warranties. Each party represents and warrants to the other party that:

(a) it is validly existing and in good standing under the laws of the place of the establishment or incorporation;

(b) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms;

(c) these Terms are valid, binding and enforceable against it in accordance with the terms hereof; and

(d) each party will comply with all applicable laws regarding the performance of its obligations under these Terms.

(3) Violation of warranties. retraced may remove You from the Services, and decline to provide Services with respect to, any of Your Data that retraced in its reasonable judgment determines to be in violation of Your warranties

(4) Disclaimer. Except as expressly set forth herein, retraced will provide the Services and and other support or professional services on an "as is" and "as available" basis without any representations or warranties of any kind, express or implied. Except as set forth herein, each party disclaims any and all other warranties and representations (express or implied, oral or written). retraced does not warrant that any of the Services will be uninterrupted, error-free or completely secure.

## § 6 Confidentiality

(1) Definition. "Confidential Information" means all information, documents, details and data marked as confidential or considered confidential by its nature. Each party undertakes to make every effort to protect such Confidential Information from disclosure to third parties. Companies affiliated with a party (§§ 15 et seq. AktG) shall not be deemed third parties within the meaning of these Terms. The disclosure of the Confidential Information shall be limited to the employees of the parties who are directly involved in the activities covered by these Terms, who need to know such Confidential Information and who are bound by the provisions of this § 5.

(2) Treatment. The parties undertake to treat all Confidential Information of which they become aware during the performance of these Terms as strictly confidential and to use this information only for the contractually agreed purposes. The parties shall not disclose any Confidential Information, whether in writing, orally or in any other form, to any third party.

(3) Use. The parties undertake to use all Confidential Information solely for the performance of their obligations under these Terms.

(4) Timespan. The rights and obligations under § 5 shall not be affected by the termination of these Terms and shall continue to apply for a period of 2 years after the termination of these Terms.

(5) Publicity. Retraced is entitled to refer to the cooperation with the other party and, in

particular, to name the other party as a reference, inter alia, on its website, in advertising and other marketing materials, such as case studies and press releases. retraced shall also be entitled to use the trademark of the other party for the purpose of reference.

(6) Relationship. Nothing in these Terms creates or can be construed to create an employer/employee, joint venture, or partnership relationship between you and retraced.

## § 7 Term and termination

(1) Term. Unless terminated earlier as permitted below, these Terms will run for an indefinite period and apply with You agreeing to them.

(2) Account termination. You can terminate Your Account with retraced at any time by following the instructions at <https://dashboard.retraced.com/profile/view>. Your User Data will be erased with immediate effect. Your Usage Data will be erased or fully anonymized. For the avoidance of doubt, the Company Data is not affected by Account termination.

(3) Company termination. You can terminate the cooperation with retraced for Your Company with a notice period of 30 days and written form to [contact@retraced.com](mailto:contact@retraced.com). Retraced will use commercially reasonable efforts to remove your Company Data from the Services within 30 days after termination.

(4) Retraced termination. retraced may suspend or terminate Your Account or Your Company to use the Services either immediately upon your breach of these Terms or for convenience with a notice period of 30 days. If the termination affects an Account, the User is informed. If the termination affects a Company, all Accounts of that company are informed.

(5) Suspension. retraced may suspend any Service (or any portion thereof) without liability if: (a) retraced reasonably believes that the Services are being used in violation of these Terms; (b) there is an attack on retraced's system retraced reasonably believes is associated with Your use of the Services; or (c) retraced is required by any applicable law, regulation or governmental authority to suspend the Services.

(6) Insolvency. Either party may terminate these Terms if it terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

(7) Good cause termination. The right of both parties to terminate the terms without notice for good cause remains unaffected.

(8) Use of service. Upon any termination or expiration of these Terms, Your right to use the Services shall terminate.

## § 8 Indemnification

In the event that claims by third parties are asserted against retraced, due to an infringement of intellectual property rights caused by You, You are obliged to reimburse retraced for the reasonable costs of a defense against the alleged infringement of intellectual property rights.

## § 9 Liability

(1) Gross negligence. The liability of both parties is unlimited in the event of intent, gross negligence and injury to life, body or health as well as in the event of intentional or grossly negligent breach of material contractual obligations (cardinal obligations) by the parties, their legal representatives or vicarious agents. Material contractual obligations are those obligations, whose fulfilment makes the proper performance of these Terms possible in the first place. In addition, both parties shall be liable without limitation under the Product Liability Act.

(2) General limitation. Neither of the Parties shall exclude nor limit their liability with regard to situations for which the law does not permit exclusion or limitation of liability. Without prejudice to the above, Parties shall not be liable before the other Party under any circumstances for any indirect, incidental, consequential, special or punitive damages including, amongst others, damages for loss of income, loss of profit, usage, or interruption to business, even if such Party is notified with regard to the possibility of the occurrence of said damages.

## § 10 Data protection

(1) Blockchain. The solution offered by retraced is blockchain-based. No personal data is stored in the blockchain. In addition, plain text information on company names, company descriptions and other data for supply chain management is stored in the blockchain. The parties are aware that data stored in the blockchain will always remain visible and cannot be permanently deleted. Retraced can only perform an update of the data to delete it. After an update of the data, the previous storages in the history of the blockchain are still visible. However, the blockchain solution is a permissioned blockchain and access only granted through the retraced dashboard.

(2) Identifiers. Each element stored in the system of retraced is randomly assigned a unique identification number (ID). The stored element is, for example, a created product or a created company. The ID does not contain any personal data. Therefore, no conclusions about the origin of the data can be drawn solely on the basis of the ID.

(3) Right to remove. At request by a legal representative of Your Company, User Data can be deleted from the Services if this personal data belongs to Your Company.

(4) Data processing. Compliance with the legal requirements for data protection is

subject of the separate Privacy Policy between the parties accessible at [retraced.com/privacy-policy](https://retraced.com/privacy-policy).

### § 11 Copyright policy

(1) Infringement reporting. In the event You become aware that, or are informed that, any of Your Data may infringe or violate the rights of any third party, be libellous or otherwise unlawful or tortious, You will promptly inform retraced and You will immediately withdraw the affected data from the Services.

(2) Repeat infringer policy. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, retraced has adopted a policy of terminating, in appropriate circumstances and at retraced's discretion, users who are deemed to be repeat infringers. retraced also may, at its discretion, limit access to the Services and terminate access of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

(3) Copyright complaints. If you believe that anything on the Services infringes upon any copyright that you own or control, you may file a notification to retraced via email to [contact@retraced.com](mailto:contact@retraced.com).

(4) Misrepresentation. If you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, incurred by retraced or the alleged infringer as the result of retraced relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing. retraced does not guarantee that it will have the capability to remove infringing content in its entirety, including infringing content that has been stored in a viewer's cache, but may block the display of any infringing content.

### § 12 Third-party content

Retraced may display content from third parties through the Services or may provide

information about or links to third-party products or services. Your interactions with any such third parties, and any terms, conditions, warranties, or representations associated with such interactions, are solely between you and the applicable third parties. retraced is not responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or as the result of the presence of such third-party information made available through the Services.

### § 13 Final provisions

(1) Complete terms. These Terms contain the entire terms and supersede all prior and contemporaneous understandings between the parties regarding the Services. This does not apply in case that the parties agreed on a Master Service Agreement, which will supersede the present Terms and Conditions. However, in this case, the Terms and Conditions will apply, where the Master Service Agreement either expressly refers to the Terms and Conditions or does not provide a superior provision.

(2) Overwriting. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with retraced for the Services or for any other retraced product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with retraced, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

(3) Amendments. retraced reserves the right to make changes or modifications to these Terms from time to time, in its sole discretion. If retraced makes changes to these Terms, retraced will provide you with notice of such changes, such as by sending you an email or by posting the amended Terms via the Services and updating the "Last updated" date at the top of these Terms. All amended

Terms will become effective immediately on the date they are posted to the Services unless retraced states otherwise in its notice regarding the amended Terms. Any amended Terms will apply prospectively to the use of the Services after such changes become effective. Your continued use of the Services following the effective date of such changes will constitute your acceptance of such changes. If you do not agree to any amended Terms, you must discontinue using the Services.

(4) Transfer of rights. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from retraced. retraced may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

(5) Governing law. These Terms and all disputes arising out of or in connection with it, including its formation, shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 [CISG].

(6) Jurisdiction. Exclusive jurisdiction for these Terms is Düsseldorf, Germany.

(7) Invalidation. Should any of the above provisions be or become invalid, the validity of the remaining provisions of these Terms shall remain unaffected. In such a case, the parties shall replace the invalid provision with a provision that comes as close as possible to the legal and economic purpose of the provision to be replaced. fulfilment of complete performance of these Terms.