

## **General Terms and Conditions of IntegrityNext**

The following General Terms and Conditions govern the legal relationship between the user ("User") and Integrity Next GmbH ("IntegrityNext") for the use of the website and the platform (hereinafter "IntegrityNext Platform"). Only the provisions in normal print are part of the General Terms and Conditions; sections in italics and the bold printed headings are for explanatory and illustrative purposes only and have no regulatory content of their own.

*The following General Terms and Conditions are the basis of every contract you enter into with us for the use of the IntegrityNext Platform. The explanations and headings are provided for better understanding. You will notice that our General Terms and Conditions are fair and balanced for you and us.*

### **How is a contract with IntegrityNext concluded?**

A contract between IntegrityNext and the User for the use of the IntegrityNext Platform to monitor suppliers for sustainability and compliance is entered into by the user creating a user profile ("IntegrityNext Account") and clicking the "Register" button. Simultaneously, a service is activated for the user to answer a list of questions regarding compliance with international sustainability standards ("Supplier Account").

*Explanation: If you as a supplier are invited by your business partner to use the IntegrityNext Platform, you shall create an account to upload the necessary data (e.g. certificates) and manage your profile.*

### **Do suppliers have to pay for the use of the IntegrityNext Platform?**

The use of the IntegrityNext Platform with the IntegrityNext Account including the Supplier Account is free of charge.

*Explanation for suppliers: If you are invited to participate on the IntegrityNext Platform as a supplier of a company and you therefore create a Supplier Account, this is free of charge.*

*Explanation for customers: If you invite your own suppliers to the Integrity Next Platform in order to monitor their sustainability and compliance, you will need an additional paid service.*

### **Do customers have to pay for the use of the IntegrityNext Platform?**

The IntegrityNext Account can be extended with additional paid services ("Professional Account", "Enterprise Account" or "Corporate Account" as well as other components (e.g. SAP Ariba Connector)); this also applies to extension of a preexisting usage contract.

By clicking the "Order Now" button, which completes the booking process for the Professional Account, the User submits an offer to amend the usage contract subject to the applicable price conditions, available at <https://www.integritynext.com/pricing.html>. IntegrityNext accepts this offer by providing the Professional Account. IntegrityNext is not obliged to conclude a contract. The conclusion of the contract for an extension of the usage contract by

an Enterprise Account, Corporate Account or other components is done via remote communication with IntegrityNext.

*Explanation: The Professional Account can be booked directly online. All additional paid services can be booked by offer and order. The additional paid services allow you to monitor your suppliers for sustainability and compliance and integrate the results via interfaces, e.g. into your ERP, risk management and purchasing systems. Current prices and contact information can be found at <https://www.integritynext.com/pricing.html>.*

### **Can I as a supplier add other users?**

The User of an IntegrityNext Account including the Supplier Account may invite an unlimited number of other individuals to use the account free of charge.

*Explanation: If you want to work as a team on the IntegrityNext platform, you can add additional people, e.g. to answer the questionnaire. Please note that for security reasons each User needs a separate account.*

### **Can I as a customer add other users (e.g. colleagues)?**

A Professional Account, Enterprise Account or Corporate Account entitles a natural person as actual User ("Named User") to use the respective account. If additional natural persons shall use the respective account, a Named User may add further Named Users who work on the same account using their own access. A Named User is not permitted to pass on his individual access data (username, password) to third parties. The contract about the chargeable adding of additional Named Users is concluded via remote communication with IntegrityNext.

*Explanation: To work as a team on the IntegrityNext Platform, you may add other individuals as Users. Please note that each individual needs a separate account. Please also note that additional Named Users exceeding the basic quota of a Professional Account or Enterprise Account will be charged. In the case of a Corporate Account, there are no costs for additional Named Users.*

### **When do I have to pay invoices of IntegrityNext?**

Claims by IntegrityNext for the use of additional paid services must be settled within 30 days of the invoice date. Invoices are issued annually at the beginning of the contract period.

*Explanation: Invoices are issued at the beginning of the contract period and are payable within 30 days.*

### **What is the duration of the contract for suppliers?**

The contract with IntegrityNext for the free IntegrityNext Account including the free Supplier Account is entered into for an indefinite period.

*Explanation: The IntegrityNext Platform is available to suppliers permanently and free of charge.*

## **What is the duration of the contract for customers?**

The contract period for the additional paid services is one year beginning with the date of contract conclusion ("Contract Year"). If the contract is not terminated, it will be extended by another Contract Year at the end of the current Contract Year subject to the then applicable price conditions available at <https://www.integritynext.com/pricing.html>. The contract for the free IntegrityNext Account is entered into for an indefinite period of time.

*Explanation: You do not need to do anything else to keep your contract with IntegrityNext. The contract is automatically renewed for another year. For the new contract year, the conditions valid at the time of renewal apply.*

## **How can I cancel my contract with IntegrityNext?**

The User may cancel the free part of the contract (IntegrityNext Account including the Supplier Account) at any time in text form by email to [termination@integritynext.com](mailto:termination@integritynext.com). The User agrees that the user data will not be deleted after termination of the contract; this does not apply to any personal data in the meaning of the General Data Protection Regulation (GDPR). A complete erasure will only take place at the explicit request of the User, which may be addressed to [termination@integritynext.com](mailto:termination@integritynext.com). Both parties to the contract may terminate the contract regarding the additional paid services with a notice period of 3 months to the end of the respective Contractual Year in text form; the User shall terminate the contract by email to [termination@integritynext.com](mailto:termination@integritynext.com). The right to extraordinarily terminate the contract remains unaffected.

*Explanation: You may terminate the free account at any time if you no longer wish to use the services of IntegrityNext. You may cancel additional paid services at the end of the Contract Year with a notice period of 3 months. For example, if you signed a contract with IntegrityNext on May 1st of one year, you would have to cancel by January 31st of the following year at the latest. The termination may be done by email.*

## **May I try out the IntegrityNext Platform as a customer for free?**

The usage contract may be supplemented by a free, time-limited service ("Free-Trial Account"). By clicking the "Test for free" button which completes the booking process of the Free-Trial Account, the User makes an offer to amend the usage contract subject to the applicable conditions, which may be viewed at <https://www.integritynext.com/pricing.html>. IntegrityNext accepts this offer by providing the Free-Trial Account. IntegrityNext is not obliged to conclude a contract. After expiration of the time limit, the User's access to the Free-Trial Account ends.

*Explanation: IntegrityNext offers the possibility to experience the services of the IntegrityNext Platform for customers with a Free-Trial Account. This is free of charge and ends automatically after 74 days without the need to cancel.*

## **How does the IntegrityNext Platform work?**

The IntegrityNext Platform is an online or SaaS service that enables a natural or legal person or any other entity with legal capacity, in the exercise of their commercial or self-employed professional activity, to determine by answering a questionnaire designed by IntegrityNext in

accordance with international standards whether they comply with said international sustainability standards ("Compliance"). Furthermore, the User of an additional paid service or Free-Trial Account can draw conclusions about the Compliance of third parties by inviting third parties to participate in the IntegrityNext Platform and answer the questionnaire. In addition, IntegrityNext monitors news and social media articles from the internet regarding the Users which are related to the Compliance of the third party (e.g. supplier) ("News") (Compliance and News together "Results"). IntegrityNext does not verify the accuracy of the information a User enters into the IntegrityNext Platform or the results based on it. IntegrityNext assumes no responsibility for the accuracy of the information provided by Users of the IntegrityNext Platform or for the Results, the "Critical News Profile" (formerly "Social Media Profile") and the Sustainability Profile.

*Explanation: If this is too much "legal talk" - IntegrityNext monitors your suppliers for compliance with international sustainability standards by means of social media monitoring and supplier self-assessments.*

### **What do I have to consider when filling out the questionnaire?**

The user declares to answer the questionnaire carefully and to the best of his knowledge and assures not to give false information when answering.

*Explanation: It is in the user's own interest to answer the questionnaire truthfully. It is not excluded that, for example, a customer may claim damages from a supplier who provides false information.*

### **Who can see the data about my company?**

The Results, the Critical News Profile and the Sustainability Profile are only disclosed to Users of the IntegrityNext Platform with a Professional Account, Enterprise Account, Corporate Account or Free-Trial Account who have confirmed via the IntegrityNext Platform that they have a business relationship with the other User (e.g. supplier) or intend to enter into such a relationship. The other User will be informed by IntegrityNext when a User accesses the Results, Critical News Profile or Sustainability Profile for the first time.

If the User is not in a business relationship with the other User or does not intend to enter into such a relationship, the other User may object the further disclosure of the user data to IntegrityNext.

Third parties can only read the Sustainability Profile if a User proactively shares the link to his own Sustainability Profile provided by the IntegrityNext Platform with third parties.

*Explanation: Only Users of the Professional Account, Enterprise Account, Corporate Account or Free-Trial Account can see the data on their suppliers. Otherwise, the data will not be shared with third parties, unless a supplier actively shares the specific link to its own Sustainability Profile with third parties. This may, for example, be the case if a supplier wants to advertise its good performance on its own website.*

### **How can I keep the data regarding my company up to date?**

The user data may be edited by the User at any time. Likewise, the questionnaire can be reviewed and re-answered by the User at any time, which may change the Results and the Sustainability Profile.

*Explanation: If information regarding your company changes, you may update it at any time on the IntegrityNext Platform. You may also update your answers to the questionnaire at any time. This keeps your company's Sustainability Profile up to date.*

### **Will my data be treated confidentially?**

IntegrityNext undertakes to treat all commercial, technical or other company-related information that is disclosed or made available to IntegrityNext through the business relationship and that is not intended for publication through the use of the IntegrityNext Platform as confidential, to use it exclusively for the purposes of the business relationship and to pass it on only to employees who are obliged to maintain confidentiality.

IntegrityNext undertakes not to disclose Confidential Information to third parties or make it available in any other form, unless expressly provided otherwise, or unless this is required due to the use and functioning of the IntegrityNext Platform, and to take all reasonable precautions to avoid access by third parties.

Confidentiality applies to all information that the User discloses or makes available to IntegrityNext, which is expressly designated as confidential or which, due to its content, could be identified by a reasonable third party as business secrets ("Confidential Information"). The obligation of confidentiality does not apply or no longer applies to information that can be proven to (i) be or become publicly available without IntegrityNext being responsible for this,

(ii) already existed at IntegrityNext at the time it was obtained or was subsequently developed by IntegrityNext independently, (iii) was obtained from third parties without breach of a confidentiality obligation, provided that the third party by providing the information does not breach any confidentiality obligation to the knowledge of IntegrityNext, or (iv) has been developed independently by IntegrityNext without recourse to Confidential Information, or (v) the User has consented to the disclosure in text form or due to the functioning of the IntegrityNext Platform. IntegrityNext bears the burden of proof for the existence of any of the above exceptions.

The User retains ownership and all other rights to the Confidential Information, whether or not it is protectable. At the request of the User, IntegrityNext must return the received Confidential Information as completely as possible, unless it is part of the IntegrityNext Account including the Supplier Account. Instead of returning information, IntegrityNext may destroy or delete the Confidential Information. In this case the destruction or deletion must be confirmed in writing upon request. This obligation is excluded with respect to Confidential Information (i) stored in routine backups, (ii) that must be retained by law, regulation, court order, judgment and/or order of a governmental authority, or (iii) copies of Confidential Information retained by IntegrityNext for evidentiary purposes. The confidentiality obligations under this Agreement shall remain unaffected.

*Explanation: IntegrityNext will keep confidential any business secrets you may entrust to IntegrityNext when using the IntegrityNext Platform. Therefore, IntegrityNext proactively subjects itself to a confidentiality obligation. Hence, it is not necessary to conclude a separate confidentiality agreement. No other user of the IntegrityNext Platform will not disclose the suppliers of your company to any other User outside your company.*

## **How can I proactively share my Sustainability Profile with other customers?**

IntegrityNext creates short reports ("Sustainability Profiles"; formerly "Compliance Profiles") from the current Results. The User has the right to use the current Sustainability Profile outside the IntegrityNext Platform for business purposes and to publish it to third parties. The publication of the Sustainability Profile must be made exclusively in the form and presentation specified by IntegrityNext and may not be altered by the user.

*Explanation: The Sustainability Profile can be brought to the attention of your customers. You may also integrate the Sustainability Profile e.g. on the website of your company.*

## **Does IntegrityNext make business decisions for me?**

The User is solely responsible for his business decisions, including those based on the use of the IntegrityNext Platform or the Results, the Sustainability Profile or the Critical News Profile of the User itself or a third party.

*Explanation: Of course, we do not at any time dictate how a company should act. It is up to each User to decide whether to base a decision on the IntegrityNext Platform. Since you are free to make your own business decisions, IntegrityNext assumes no liability if these decisions prove to be disadvantageous. Just as IntegrityNext does not participate in any business success you may achieve using the IntegrityNext Platform.*

## **Is the IntegrityNext Platform always available (24/7)?**

IntegrityNext may change, suspend or terminate the Integrity Next Platform if and to the extent that the contractually agreed service is still available to the User. IntegrityNext strives to make the IntegrityNext Platform available to the User as uninterrupted as possible; however, from a technical point of view, a continuous 100% uninterrupted availability of the IntegrityNext Platform cannot be guaranteed. In particular, maintenance, security or capacity issues, as well as events beyond IntegrityNext's control (e.g. disruptions to public communication networks, power failures, etc.) may lead to disruptions or temporary suspension of the IntegrityNext Platform.

*Explanation: In 2019 we have achieved an availability rate of 99.995%. As a result, the IntegrityNext Platform was only unavailable for a few minutes throughout 2019, despite multiple updates each month.*

## **What is the liability of IntegrityNext?**

IntegrityNext is liable without limitation in cases of intent or gross negligence, for injury to life, limb or health, according to the provisions of the Product Liability Act of the Federal Republic of Germany (Produkthaftungsgesetz) and to the extent of a guarantee given by IntegrityNext. In the case of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of IntegrityNext is limited in amount to the damage that is foreseeable and typical for the type of business in question. A further liability of IntegrityNext does not exist. This limitation of liability also applies to the personal liability of IntegrityNext's employees, representatives, organs and agents. IntegrityNext is only liable for the loss of data up to the amount that would have been

incurred if the data had been properly and regularly backed up for recovery. Any further liability of IntegrityNext is excluded.

*Explanation: An exclusion of liability is common in business transactions. We have taken care to find a balanced and fair regulation for the liability of IntegrityNext.*

### **Does IntegrityNext use subcontractors?**

IntegrityNext has the right to use subcontractors or vicarious agents at any time to fulfil its contractual obligations towards the User without the User's consent.

*Explanation: IntegrityNext cannot provide all services (e.g. web hosting) itself. IntegrityNext will - in its own interest - select subcontractors very carefully and monitor their reliability, because after all, IntegrityNext is liable for any fault of the subcontractors towards the User as if it were its own fault.*

### **What happens in case of force majeure?**

In cases of force majeure, IntegrityNext is released from the obligation to provide services for the duration and to the extent of the event. Force majeure is any event beyond IntegrityNext's control that prevents IntegrityNext from fulfilling its obligations in whole or in part, including fire, damage, floods, strikes and lawful lockouts, as well as operational disruptions or governmental orders that are not the fault of IntegrityNext. Supply difficulties and other service disruptions on the part of IntegrityNext's suppliers are only considered force majeure if the supplier is prevented from providing the service for which he is responsible by an event according to sentence 2. IntegrityNext will immediately notify the User of the occurrence as well as the cessation of the force majeure and will make every effort to remedy the force majeure and limit its effects as far as possible. The right of each party to extraordinarily terminate the contract in the event of prolonged force majeure remains unaffected.

*Explanation: In 2019 we had an availability of the IntegrityNext Platform of approximately 99.995%. However, if, for example, an earthquake or fire destroys the IT infrastructure of Amazon Web Services, we will not be able to provide the services. We are therefore released from our service obligations for the duration of force majeure.*

### **What happens if I do not follow the rules of the platform?**

IntegrityNext reserves the right to investigate any suspicion of misuse or material breach of contract, to take appropriate measures and, if necessary, to block the User's access to the content if there is a justified suspicion and/or to terminate the contractual relationship without notice in the event of particularly serious breaches. The User has to inform IntegrityNext immediately of any indications of misuse of the IntegrityNext Platform.

*Explanation: If IntegrityNext detects that a User provides incorrect information or uses the services for anti-competitive purposes, IntegrityNext will immediately block this User to protect honest Users and terminate the contractual relationship. If you notice any misuse of the IntegrityNext Platform, you must inform us immediately - also in your own interest and in the interest of every other User.*

## **What rights do I get regarding the software or the platform?**

IntegrityNext reserves all intellectual property rights to the IntegrityNext Platform, in particular with regard to the questionnaire, the algorithms for social media monitoring, the methodology, the calculation model, the underlying process, the structure and design of the IntegrityNext Platform, the software used on the IntegrityNext Platform as well as the Results, the Sustainability Profile and the Critical News Profile, unless otherwise expressly stated in these General Terms and Conditions. IntegrityNext does not grant the User any proprietary rights to the software used on the Integrity Next Platform, in particular to its source code. The User is not entitled to copy, edit (including redesigning the software, converting it to other programming languages and for other operating systems), transfer it to other forms of presentation and otherwise change, continue and supplement the software used on the IntegrityNext Platform, distribute it in unchanged or modified form, reproduce it publicly or transfer the rights of use granted under this usage agreement, whether for payment or free of charge. All rights of use and marketing are the exclusive property of IntegrityNext. The User is only entitled to decompile and duplicate the software used on the IntegrityNext Platform if this is required by law.

*Explanation: You as a User receive the right to use the IntegrityNext Platform as a service. We have invested a great deal of development effort in the IntegrityNext Platform, so that our developments remain our intellectual property and we do not transfer this intellectual property based on a usage contract.*

## **Why do IntegrityNext's General Terms and Conditions apply exclusively?**

These General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions of the User will only become part of the contract if and to the extent that IntegrityNext has expressly agreed to their validity.

*Explanation: integrityNext has tailored these General Terms and Conditions to the integrityNext Platform and found a fair solution for both parties. integrityNext does not have the resources to check for each individual customer whether his terms and conditions are also suitable for the services of integrityNext. Also, a customer's terms and conditions may not be tailored to the very specific requirements of the integrityNext platform, so unfortunately, they often contain inappropriate provisions.*

## **Is there anything else (miscellaneous)?**

The User is only entitled to a right of set-off if his counterclaims are legally binding or undisputed by IntegrityNext. The law of the Federal Republic of Germany applies exclusively, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive venue for all disputes arising in connection with the IntegrityNext Platform and these General Terms and Conditions shall be the courts in Munich, Bavaria, Germany. The General Terms and Conditions in German language are exclusively applicable to the contract of use. Translations of these General Terms and Conditions are for illustration purposes only. Should single provisions of this contract be or become invalid or void in whole or in part, this shall not affect the validity of the rest of the contract. The parties undertake to replace the invalid or void provision by a valid provision which comes closest to the intended economic purpose. The same applies in the event of a regulatory gap in the contract. Changes and amendments to this contract must be made in writing. This also applies to the amendment or cancellation of this clause.



*Explanation: We are pleased that you use or wish to use the integrityNext Platform. The venue for disputes is Munich, Germany. Should you ever be dissatisfied with our services or have suggestions for improvement, please feel free to contact us at any time. A high level of customer satisfaction is a matter of the heart for the entire integrityNext team, including management and founders!*

**Thank you very much for your trust and for using IntegrityNext.**

*Martin Berr-Sorokin*

*(CEO IntegrityNext)*