

General Terms and Conditions of Cargodian GmbH for the product Trustnet.Trade

1. Definition of terms

Cargodian GmbH, Amselstr. 2a, 83101 Rohrdorf, Germany, distributes the product "Trustnet.Trade" via the website www.trustnet.trade.

As a Compliance-As-A-Service solution, Cargodian GmbH supports companies in fulfilling the requirements of the Money Laundering Act (GwG), sanctions list checks (customer due diligence) and in implementing measures to meet the requirements of the Supply Chain Due Diligence Act (LksG).

Contractual partners are the customers of Cargodian GmbH who use a product of Cargodian GmbH.

2. Scope

(1) For the business relationship between Cargodian GmbH, Amselstr. 2a, 83101 Rohrdorf ("Cargodian") and its contractual partners ("Customers"), the following General Terms and Conditions shall apply - exclusively in addition to optional service and consulting contracts concluded with the Customer for the product "Trustnet.Trade". In the event of contradictions and conflicts of regulations, any individual agreements made with the Client (the content of the specific service contract) shall apply first, supplemented by these General Terms and Conditions. Conflicting terms and conditions of the Customer shall not become part of the contract unless Cargodian expressly agrees to their validity in writing by a managing director.

(2) Cargodian products are aimed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code), i.e. natural or legal persons or partnerships with legal capacity. Only these are customers within the meaning of these Terms and Conditions. Cargodian rejects the conclusion of contracts with consumers. A user is a contact person ("user") authorised to represent the customer.

Upon conclusion of the contract, the user declares that his use can be predominantly attributed to his commercial or self-employed professional activity. These General Terms and Conditions apply exclusively to business customers and not to customers who act as consumers within the meaning of § 13 BGB when concluding the contract.

3. Conclusion of contract

(1) The offer on the website Trustnet.Trade of Cargodian is subject to confirmation. The contractual relationship between the customer and Cargodian comes into effect upon completion of the registration process on the Trustnet.Trade website, by selecting the respective contract package. The registration process is completed upon confirmation of the registration by calling up the confirmation link sent by e-mail and by completing the form for payment data.

(2) As part of the registration process, a customer account is created for the customer and a user account is created for the user, within which the user can manage his settings and access Cargodian services.

(3) Billing and invoicing shall be carried out exclusively electronically. The customer agrees to electronic invoicing.

- (4) By registering, the user assures that all personal and company data submitted by him/her during registration and within the account created in the process are complete and correct in terms of content. The use of pseudonyms is not permitted.
- (5) The user is obliged to keep the address and contact data of his company always up to date. The customer is also obliged to enter a permanent contact person authorised to represent the company ("user") with an e-mail address in the account created during registration, if this is not the user himself. In addition, the User is obliged to keep the postal address of his company (invoice address, tax number and at least one valid means of payment of the Customer) up to date at all times. In general, the customer is obliged to name all qualified persons including contact details (name and e-mail address) in his account who are authorised to use the services of Cargodian for the product Trustnet.Trade ("additional authorised users" or "users").
- (6) Cargodian is entitled to refuse the conclusion of the contract without giving reasons. In the event of incomplete registration, Cargodian is entitled to delete the customer's created account within one week.

4. Processing of personal data for the implementation of the business relationship

- (1) Cargodian processes personal data of the Customer within the scope of the business relationship. Details of this are summarised under "Data Protection" on the website www.trustnet.trade and are available to the Client.

5. Content and scope of the services offered

- (1) Cargodian services may include
 - a. the analysis and processing of third-party data as well as the client's own data, including, where appropriate, their enrichment with data from the data sources of Cargodian data suppliers,
 - b. related services, in particular the provision of a recommendation for action and the procurement and invoicing of third-party audit and consulting services.
- (2) The data sources are selected by Cargodian. Additional data is provided by Cargodian customers, the business partners of Cargodian customers, and also by Cargodian cooperation partners and their affiliates.
- (3) Due to the dependence on external data sources, customers, business partners of customers as well as the cooperation partners of Cargodian and its affiliated companies and the naturally constantly changing data stock, the contents offered may not always be up-to-date or complete despite careful selection and ongoing maintenance.
- (4) Cargodian provides an evaluation of the data for the customer and prepares a recommendation for action as it exists and is available at the time of provision to the customer.
- (5) If the subject of the service is the procurement of external services, Cargodian responsibility is limited to the proper selection of the external service provider, but not to the specific quality of the external data.

6. Characteristics and significance of the benefits

- (1) Statements in documentation, test and advertising materials are not to be understood as guarantees or assurances of special properties. Whether data obtained from Cargodian meet the requirements for the Customer's intended use or are suitable for the Customer's intended use is the sole responsibility of the Customer. The same applies to the legal admissibility of the further processing of the data, in particular compliance with the statutory provisions on data protection and competition law.
- (2) Cargodian draws the customer's attention to the fact that data and recommendations for action provided do not constitute confirmation of a current official registration address of a business partner or person, and the provision of contact data is not tantamount to the addressee's consent to receive advertising by the respective communication channel.
- (3) Cargodian recommended course of action in the context of the Trustnet.Trade product (inter alia referred to as "risk assessment", "risk evaluation", "compliance check" or "widget") is neither to be understood as a statement of fact or individual expert opinion nor as a rating within the meaning of Regulation (EC) No 1060/2009 of 16 September 2009 on credit rating agencies. Rather, it is a pure value judgement based on automatically calculated recommendations for action based on the data available at Cargodian.
- (4) Information on the person of the "Ultimate Beneficial Owner" (UBO) or results of a sanctions list check are based on an automatic comparison of the data entered by the client with information from various databases, in particular third-party databases. The hits resulting from the matching are only intended as an aid as to which person possibly fulfils the client's search criteria, without, however, making any claim to completeness or correctness. The client remains responsible for the final evaluation and identification.
- (5) Any transfer to Cargodian of statutory compliance checks incumbent on the Customer (for example in connection with the Money Laundering Act, GwG, or the Supply Chain Due Diligence Act, LksG) is not part of the contract and is always excluded. Cargodian provides a service as "Compliance-as-a-Service" for the Customer, but never assumes the Customer's responsibility.
- (6) Cargodian expressly draws the customer's attention to the fact that any recommendations for action and information can only be snapshots and that the risk of the business relationship remains with the customer in all cases.
- (7) Cargodian recommends not to make business decisions dependent on the content of a single recommendation for action, but to carry out one's own plausibility checks and to consult other sources if necessary.

7. General terms and conditions of use

- (1) Unless otherwise provided for in any product-specific terms and conditions or the contractual agreements, Cargodian grants the Customer rights of use to the following extent:
 - a. The Customer shall receive a non-exclusive and non-transferable right to use the evaluations and recommendations for action provided by Cargodian for the purpose specified in the contract.
 - b. The exercise of the rights of use is only permitted for the customer's own needs.
 - c. The customer and the employees belonging to its direct legal organisation as well as vicarious agents are authorised to use the data if they act as agents of the customer bound by instructions (e.g. processors within the meaning of Art. 4 No. 8, 28 DSGVO).
- (2) In the case of continuing obligations, the right of use exists for the duration of the contract; in all other cases, it entitles the user to use the evaluations once in the immediate temporal context of their receipt.

In the case of update deliveries, it refers in each case to the last version provided. After the end of the right of use, the Customer shall refrain from using the data received from Cargodian and delete the data immediately. This shall not apply if the Customer has to comply with statutory or official documentation obligations.

8. Copyright, trademark, and labelling protection

- (1) The analyses available via Cargodian are a database work produced by Cargodian within the meaning of Sections 4 (2), 87a (1) UrhG. The software and web browser application provided for the retrieval of the information is subject to protection pursuant to Sections 69a et seq. of the German Copyright Act (UrhG). The customer is prohibited from accessing the software or the web browser in order to modify, copy or forge it or to influence or derive the program text (source code) of the application in any other form.
- (2) All intellectual property rights (copyrights, rights of use of data, rights to databases) to services provided by Cargodian shall remain with Cargodian, even insofar as the work results have been created by specifications or collaboration of the Customer or its business partners.
- (3) Trademarks, company logos, copyright notices and all other identifying features of Cargodian, the "Trustnet.Trade" product and its cooperation partners may not be removed or altered.

9. Terms of use and obligations to cooperate in the transmission of personal data

- (1) Personal data in the sense of Art. 4 No. 1 DSGVO may only be transmitted if a legal permission exists (for example, because the data subject has consented or because the data is required for the performance of a contract or on the basis of a legitimate interest).
- (2) The customer undertakes to retrieve personal data only if there is a basis for permission and to cancel the process if there is no such basis. Cargodian reserves the right to check this on a random basis. For this purpose, the customer shall keep suitable records on the legal basis of his requests for at least twelve months and make them available to Cargodian upon request.
- (3) Insofar as the transmission of personal data is the subject of the provision of services, Cargodian fulfils its obligation to notify the Customer under Article 19 of the GDPR of subsequent changes or processing restrictions to personal data by offering the Customer updates of the data received (also referred to as "notification", "monitoring" or similar, depending on the type of product). If the Customer does not make use of this or if no update option is available in the product he/she has obtained, the exercise of the rights of use shall be limited to the immediate temporal connection with the transmission of the personal data by Cargodian to the Customer and shall end at the latest one month after the transmission.
- (4) Customers who obtain personal data from Cargodian in order to use the data to communicate with the data subject must inform the data subject about Cargodian as the source of the data and the possibility of obtaining further details about the data processing at Cargodian at the latest at the time of the first communication to the data subject (Art. 14 (3b) GDPR). The separate areas of responsibility of the customer as the user of the data and Cargodian as the source of the evaluation must be clearly recognisable.

10. Access to online services, availability

- (1) Cargodian provides customers with technical access to the contractual results via the Internet as a digital online service using a web browser.
- (2) Both contracting parties are responsible for their own technical infrastructure for use. Cargodian shall inform the customer of any foreseeable technical impairments and shall remedy any malfunctions without delay.
- (3) Cargodian does not guarantee the uninterrupted operation of its technical infrastructure; nevertheless, except for periods of temporary inaccessibility due to maintenance or updating and similar measures, the Online Services are generally designed to be accessible around the clock.
- (4) The customer accesses the online services by registering. For this purpose, personal access data are provided to the customer's authorised users.
- (5) The customer is responsible for maintaining the confidentiality of the access data and must prevent their misuse. He is aware that any person who knows his or his users' access data can access Cargodian services to the detriment of his customer account and is liable to Cargodian for the conduct of all his users as for his own conduct.
- (6) Cargodian reserves the right to deny access to online services if there are indications that the functionality or security of the services is impaired or the possibilities of Cargodian are limited by - technologies used by the Customer, to check the Customer's access authorisation as well as the permissibility of the type and scope of use (e.g. in the case of access to the Cargodian systems from IP addresses which are recorded on generally accessible blocking lists or also if the Customer uses software which enables extensive anonymisation of the user and unidentification of the usage behaviour). Cargodian shall inform the Customer of an intended blocking with a reasonable period of time for the opportunity to remedy the situation, unless the functional or security impairment is so severe that an immediate blocking of the access is justified.
- (7) Cargodian may adapt its online services to current requirements, in particular the state of the art, in order to optimise system performance and user-friendliness, as well as make changes to content, provided that the latter are necessary for updating and completion, for programme-related optimisation or for licensing reasons.
- (8) If such a change leads to a not merely insignificant devaluation of the benefits to which the customer is entitled, the customer may, within a period of eight weeks from the occurrence of the change
 - a. demand a reduction of the remuneration corresponding to the devaluation or
 - b. terminate the contract extraordinarily.

11. Confidentiality

- (1) Without prejudice to the obligations under data protection law, the contracting parties shall treat as confidential all information which they receive or become aware of from or about the contracting parties in connection with the agreements concluded between them. This applies in particular to all information which is marked as confidential or which by its nature is recognisable as a business secret.
- (2) "Reverse engineering" is not permitted and does not constitute authorised knowledge. The duty of confidentiality does not apply to information that is in the public domain without this being based on a breach of contract by the contractual partner or that has been received from a third party who is authorised to disclose it. Anyone invoking this exception shall bear the burden of proof.

- (3) Cargodian or its data suppliers and cooperation partners of Cargodian may be required by local law to disclose the identity of the customer as a recipient and details of the content of the information retrieved from him/her to a foreign supervisory authority, court or comparable institution. Data transfers carried out by Cargodian, its data suppliers and Cargodian cooperation partners for this purpose shall not be deemed a breach of agreed confidentiality obligations.

12. Prices

- (1) Prices are net prices and are not otherwise stated in euros and do not include the statutory value added tax.

13. Price changes

- (1) Within the framework of ongoing contractual relationships, Cargodian reserves the right to adjust the prices agreed with the customer in the event of changes occurring after the conclusion of the contract (e.g. in the event of extensions to the scope of services of the purchased product, cost increases for the provision or purchase of data from third-party providers as well as due to changes in legal provisions). Price changes shall become effective at the earliest at the beginning of the month after next after receipt of a change notification sent to the customer in text form.
- (2) If price changes for a service amount to more than five percent within a contractual year, the customer is entitled to terminate the contract for this service at the time of the planned entry into force of the price increase. The termination must be declared no later than four weeks after the notification of the price increase. If the customer does not exercise this right and if the customer has been informed of this legal consequence in the notification of the price increase, the contract shall be continued at the changed prices.

14. Term and termination

- (1) Contracts for the Trustnet.Trade product run for an indefinite period and may be terminated with three months' notice to the end of a contract year, otherwise they shall be extended for a further contract year. Unless a different term has been expressly agreed, the minimum contract term shall be 12 months.
- (2) Termination is possible at the earliest at the end of the first contract year, thereafter at the end of each contract year, in each case with a notice period of three months to the end of a contract year.
- (3) Cancellation can be made online in the customer's user area, or via email or letter to Cargodian. Cancellation will only be considered received after written confirmation by electronic message.

15. Price model

- (1) Trustnet.Trade is available in different packages. The variants differ in terms of which usage options are granted to the customer and to what extent the retrievals of the individual services are covered by a contingent paid for with a fixed price or are billed separately or purchased subsequently depending on usage. As part of its contract, a Cargodian customer may make a certain number of retrievals in order to find or obtain extended information on companies, or to check and evaluate companies or individuals

against third party databases. Each such "call" will be charged against an inclusive quota specified in the contract during the current contract period. Cargodian's contract packages for the Trustnet.Trade product are bound to a number of users for one customer. Each user identifies himself by an e-mail address and password. A user account may only be used by one person.

- (2) Services that are chargeable at one point in time can also be offered free of charge in the future, and vice versa.
- (3) The scope of services (package) selected by the customer is agreed as a service contract.

16. Annual subscription rate

- (1) The package and the annual subscription rate shall be selected by the customer at the beginning of the contract on the basis of need, so that it reflects the customer's anticipated needs calculated for a twelve-month period (contract period). If the value of the services used by the customer exceeds the annual requirement taken as a basis, the customer can extend the contents of the package as required against payment.
- (2) The limit to which the subscription rate extends is indicated by the utility values specified in the service contract.
- (3) The annual subscription rate is due immediately and without deduction upon conclusion of the contract for one year in advance.
- (4) Unused quotas expire at the end of the contract period.
- (5) At the beginning of the following contract year, the costs for all data records in the customer's monitoring inventory are automatically calculated (depending on the agreed package, either charged to the contingent or as a separate additional service). Afterwards, the current recommendations for action can be called up again as often as desired in the current contract year without separate individual calculation.
- (6) If there is insufficient credit, Cargodian may continue to provide the service. The services used by the customer will then be invoiced monthly in arrears.

17. Additional services

- (1) The costs for services outside the scope of the annual subscription rate, such as audit or advisory services, are charged according to actual use.

18. Due date, verification of the settlement

- (1) All payments are due immediately and without deduction after receipt of the invoice by the customer. Complaints against the amount of the invoice must be received by Cargodian within 14 calendar days of receipt of the invoice.
- (2) Payment is made by credit card (VISA / MasterCard) or SEPA direct debit. Cargodian uses PCI-certified payment service providers and does not store credit card data itself at any time.

- (3) A chargeback by the customer leads to an immediate blocking of the usage options for all users of the customer. The customer shall be in default with the amount charged back immediately and without reminder. The reversed amount is immediately due for payment by bank transfer, plus a reversal fee of 75 euros plus VAT.
- (4) A payment error due to an invalid/expired means of payment or an insufficient credit balance of the customer, will result in an immediate block of the usage options for all users of the customer until full payment has been made.

19. Offsetting

- (1) The customer may only assert rights of set-off or retention insofar as the counterclaims are undisputed or have been legally established.

20. Retention of title

- (1) The transfer of agreed rights of use as well as the transfer of ownership of the delivered products is subject to the complete fulfilment of all due claims from the entire business relationship with the customer, irrespective of the legal grounds on which the claims are based.

21. Breaches of contract

- (1) If the Customer violates the obligations incumbent upon him/her significantly or repeatedly despite a warning from Cargodian, Cargodian may discontinue the provision of services and, in particular, block application access (see also § 12 paragraph 4). The Customer's obligation to pay the agreed remuneration shall remain unaffected. A prior warning by Cargodian is not required if there is an important reason for the discontinuation of the service provision in accordance with the requirements for an extraordinary termination.
- (2) The customer is not entitled to resell the evaluations, data and recommendations for action of Cargodian and Trustnet. Trade or otherwise compete with Cargodian.
- (3) The Customer undertakes not to intentionally mislead other customers and users of Cargodian and to provide information truthfully, comprehensively and conscientiously.

22. Claims for defects and liability

- (1) The customer is aware that all evaluations and recommendations for action displayed and supplied by Cargodian have been processed and evaluated on the basis of automatic procedures. All information is provided without guarantee. The Client accepts the fact that there are no guarantees for the completeness or correctness of the data displayed. In particular, the client may not claim compensation for any damages that may arise from the use or poor quality of the data. Cargodian is constantly striving to improve the quality of the automatic processing and to enable the customer to check the data by referring to the data sources.

- (2) Cargodian does not warrant any claims beyond those set forth in the paragraphs on rights and obligations and technical processing with respect to the accuracy, completeness, quality, and availability of the information provided, nor the absence of other technical malfunctions.
- (3) Liability claims regarding damage caused by the use of any information provided, including any kind of information which is incomplete or incorrect, will therefore be rejected. Liability is further excluded in the event that external data sources introduce technical or legal access restrictions that make access difficult, and as a result no updating of the data can take place.
- (4) It is expressly stated that the information provided by Cargodian does not contain any creditworthiness or credit ratings.
- (5) Cargodian warrants the agreed quality of the data evaluations. If there is a reason for warranty, the Customer shall first set Cargodian a reasonable period of time to restore the contractual condition before asserting a right to reduce the purchase price or to withdraw from the contract. Excluded from this obligation are those cases for which the exercise of warranty rights is permissible without setting a special deadline due to statutory provisions (for example, because subsequent performance is impossible, unreasonable or has been refused by Cargodian).
- (6) Rights derived from the defectiveness of the services shall be excluded if the Customer has violated its inspection and notification obligations pursuant to § 377 of the German Commercial Code (HGB) and has not immediately notified Cargodian in writing of the defect. Immediate shall be deemed to be a period of eight calendar days after delivery of the performance or - in case of hidden defects - a period of eight calendar days after knowledge of the defect. A planned use later than in connection with the delivery shall not release the Customer from the obligation to reasonably inspect the Cargodian Services upon delivery.
- (7) Claims against Cargodian due to functional impairments or service disruptions based on the breach of the customer's duty to cooperate or on other circumstances for which the customer is responsible (e.g. due to defects in the customer's infrastructure, or due to maintenance, use for purposes other than intended, operating errors or defects in the IT systems used by the customer) are excluded.
- (8) For intentional or grossly negligent acts or omissions on the part of Cargodian or its legal representatives, Cargodian shall be liable in accordance with the statutory provisions.
- (9) In the event of slight negligence, Cargodian shall only be liable for damage attributable to material breaches of duty which jeopardise the achievement of the purpose of the contract or to the breach of duties the fulfilment of which is a prerequisite for the proper performance of the contract. Liability shall be limited to the foreseeable damage typical for the contract. This applies to all claims for damages, irrespective of the legal grounds, including claims arising from tort.
- (10) The limitations of liability do not apply in cases of mandatory legal liability (for example under the Product Liability Act), for damages due to injury to life, limb or health, or for damages covered by a warranty granted by Cargodian.

23. Cut-off deadline

- (1) Warranty claims and claims for damages shall be forfeited if they are not asserted at the latest within one year from the beginning of the statutory warranty period (as a rule, this is the time of delivery or

first provision of the service). Excluded from this are the cases mentioned in § 22 paragraph 3, for which the statutory limitation periods apply instead of the one-year limitation period.

24. Validity of German law

- (1) The business relationship between the Customer and Cargodian shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the event of additional translations into other languages, only the German text version shall be authoritative for the interpretation of agreements.

25. Language

- (1) The contractual language is German. The German version of the Service Agreements and these General Terms and Conditions shall prevail. The English version is for information purposes only.

26. Place of performance and jurisdiction

- (1) Place of performance is Rosenheim, Germany. Traunstein near Rosenheim is agreed as the place of jurisdiction. Cargodian shall be entitled to bring an action before the court having jurisdiction for the Customer's place of business.

27. Written form

- (1) Amendments and supplements to the contract must be made at least in writing to be effective.

28. Changes to the GTC

- (1) Cargodian reserves the right to change these GTC at any time without giving reasons. Cargodian will notify the user of any changes to the GTC in a timely manner. If the user does not object to the validity of the new GTC within six weeks after notification, the amended GTC shall be deemed accepted by the user. In the notification, Cargodian shall inform the user of his right to object and the significance of the objection period.

29. Nullity or ineffectiveness

- (1) The invalidity or ineffectiveness of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions.

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