

GENERAL TERMS AND CONDITIONS

§ 1 Subject Matter of the Contract, Provision of Services

- (1) These General Terms and Conditions apply to services and works of Stackable UK Limited ("Stackable") for customers. Services are e.g. consulting services, training, the implementation of and support with projects in the area of BI, CRM or e-commerce. Works are e.g. the programming of executable software and similar works, such as soft ware customizing and modifications. Works and services are herein after jointly referred to as "Service".
- (2) Details regarding the provision of Services are separately set forth in the respective offer of Stackable.
- (3) Stackable is entitled to provide Services by deployment of subcontractors and freelancers. The deployment of third parties does not release Stackable from the responsibility for the fulfillment of the contractual obligations.

§ 2 Cooperation Duties of Customer

- (1) If decisions about the further course of the project or the acceptance and/or implementation of suggestions by Stackable are required or scheduled within the scope of the Service provision, then the customer will make these decisions responsibly. If certain decisions or project boards are established pursuant to the offer, the responsibility for decisions in these boards always lies with the customer. To the extent employees of Stackable are represented in these boards, this is solely due to information and moderation purposes provided that the offer does not contain other allocations of tasks.
- (2) The customer supports Stackable in performing the contractually agreed Services. This includes in particular the timely provision of information in formats which can be search electronically, in German or English language, of expert employees, of means of and access to communication and of hard- and software as well as entrance to premises to the extent this is required. Unless specified otherwise in the offer, the customer will provide to each Stackable consultant a suitable workplace with internet access and a telephone line as well as all system accesses required for the provision of the Services during the period the Services are provided. The customer will precisely and comprehensively instruct Stackable with regard to circumstances to be observed when working in the premises and with technical equipment of the customer. Additional details regarding the customer's cooperation duties, in particular regarding the determined scope, resources and response times, may be contained in the offer. (3) The customer undertakes acts of cooperation at its own expense.

§ 3 Change Request Process

- (1) If the customer desires to change the contractually agreed scope of Services to be provided by Stackable, it will inform Stackable about this change request in writing. The further process regarding the handling of this change request is subject to the following provisions.
- (2) If Stackable recognizes that Services to be provided cannot be performed due to the review, or that they can only be performed with a delay, it will inform the customer accordingly. If the customer agrees to this delay, Stackable will review the change request. The customer may withdraw the change request at any time; the initiated change request process ends in this case.
- (3) Stackable will review in timely manner whether the change request is sufficiently specific. If this is not the case, Stackable will request that the customer further specify the change request.
- (4) Then, Stackable will review the purposefulness and practicality of the change request as well as possible solution alternatives. If the change request can be implemented sensibly, the customer will be informed about the possible solution alternatives of the requested change with regard to fees, additional efforts and delivery dates with the respective benefits and disadvantages of the individual alternatives. (5) The parties will immediately discuss the content of a proposal for the implementation of the change request and attach the result of a successful discussion as amendment agreement to the text of the agreement to which the change relates.

- (6) If an agreement is not reached or if the change request process ends for another reason, the original scope of Services remains unaffected.

The same applies if the customer does not agree to a postponement of Services in order to continue the review pursuant to paragraph 2. (7) The delivery dates affected by the change request process will be postponed to the extent necessary in consideration of the duration of the review, the duration of the discussions about the proposed change and possibly the duration of the change requests to be implemented, plus a reasonable start-up period. Stackable will inform the customer of the new delivery dates.

- (8) The customer shall bear the costs which arise due to the change request. This includes in particular the review of the change request, the drawing up of a proposal for a change and any down-times. If the parties have agreed on daily rates, the efforts are calculated accordingly, otherwise, they will be calculated according to Stackable's standard fees.

§ 4 Acceptance Provision

The following acceptance provision applies to works:

- (1) The acceptance of works will take place after Stackable informed the customer about the operability or completion. Upon Stackable's request, the customer assumes the independent duty to cooperate in the review of the rendered work with regard to its compliance with the contractually agreed specifications ("Test").
- (2) Stackable will inform the customer in due time prior to the undertaking of the test about the testing procedure, the place and time and the acts of cooperation to be provided by the customer and request that the customer partake in the test. When determining the time of the test, Stackable will take the customer's justified interests into account.
- (3) Within the scope of the test, a written test protocol will be drawn up in which the place, time and technical circumstances of the test as well as the participants of the test are recorded. Within the scope of the test, the customer will test the Services with regard to their compliance with the contractually agreed specifications and have any deviations from the contractually agreed quality detrimental to it included in the protocol.
- (4) Unless agreed otherwise, the customer may undertake a functional test of the entire system or of the works subject to partial acceptance within 14 days after receipt of the notification of operability ("Functional Testing Period"). The Functional Testing Period commences after the notification of operability in the contractually agreed system environment at the customer's unless agreed otherwise. The Service will be tested for absence of defects during the functional test. Stackable will reasonably support the customer in preparing and conducting the functional test.
- (5) If defects are determined during the test or the functional test which prevent or impede operability, it will be included in the test protocol or the customer will inform Stackable hereof in writing and in detail after conclusion or abortion of the functional test.
- (6) Stackable will remove the defects within a reasonable period. The customer may undertake another functional test.
- (7) Upon end of the functional test, the customer will declare acceptance if the work only has minor defects and if they are all immaterial within the meaning of Section 640 para. 1 of the German Civil Code (BGB). These will be recorded as defects in the acceptance declaration and immediately removed by Stackable within the scope of liability for material and title defects, unless a grace period is agreed for the removal.
- (8) Acceptance must be formally declared. However, it is deemed as acceptance if the customer does not accept the entire system within a period of 20 business days even though it is obligated to do so or uses it productively.

§ 5 Rights of Use

- (1) Stackable transfers to the customer upon payment of the fee a non exclusive, permanent and substantively unrestricted right to use copyrighted work results.
- (2) The customer's rights of use may only be transferred by the customer to a third party if the customer thereby completely surrenders his own rights.

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defects vis-à-vis Stackable are limited to rescission.

- (3) The grant of rights of use pursuant to paragraphs 1 and 2 excludes work results which may be created within the scope of a works or service agreement (including individual further development, customizing etc.) which supplements a software hire agreement. With regard to such work results, Stackable grants the customer a temporary, non-exclusive, non-sublicensable and non-transferrable right of use for the term of the software hire agreement upon payment of the fee; such right of use is otherwise subject to the terms of use under the software hire agreement.
- (4) For the rest, all rights remain with Stackable.
- (5) The transfer of the rights of use is only made upon complete payment of the fee by the customer. Until the fee is fully paid, however, Stackable permits the customer to use the software. Stackable may revoke for the period of the default the use of such software for which the customer is in default with fee payments.

§ 6 Infringements of Third Party Rights

- (1) Stackable indemnifies the customer at Stackable's expense from and against all third party claims based on the infringement of industrial protection rights attributable to Stackable. The customer will inform Stackable immediately about the asserted claims of third parties. If the customer does not inform Stackable immediately about the asserted claims, the indemnity claim ceases to exist.
- (2) If third parties industrial protection rights are infringed, Stackable may (i) modify the affected Services at its discretion and expense upon prior coordination with the principal, provided that the modifications ensure that there is no longer an infringement and if the principal's interests are taken into consideration, or (ii) acquire the necessary rights of use for the principal. Damages compensation claims of the customer, if any, remain unaffected.

§ 7 Warranty Claims

- (1) If the customer sets a grace period for Stackable to provide the Service or secondary performance, it may only rescind the Agreement or claim damage compensation in lieu of performance after unsuccessful expiration of this grace period if it informed Stackable upon setting the grace period that it no longer desires to use the Service after unsuccessful expiration of the grace period. If the customer is to provide a warning instead of setting a grace period, then it shall inform Stackable with the warning that it no longer desires to use the Service if the warning is unsuccessful.
- (2) If case of a breach of duty which does not consist of a defect of the work, the customer may only rescind the Agreement if this breach of duty is attributable to Stackable.
- (3) If the customer rescinds due to the breach of a duty relating to a separable Service which – in consideration of the justified interests of the principal – can be rendered independently of the other Services to be rendered, then the other Services are not subject to this rescission.

§ 8 Material and Title Defects

The following provisions apply in case of material and title defects of works:

- (1) In case of a defect, Stackable may choose the type of secondary performance. Secondary performance must be rendered within a reasonable grace period regardless of the number of attempts.
- (2) The customer will support Stackable in determining and removing the defect and immediately permit inspection of the documents containing the specific circumstances of the occurrence of the defect.
- (3) If an alleged defect cannot be tied to a warranty obligation of Stackable after pertinent investigation, the customer may be charged for the efforts of Stackable incurred in the course of verifying and removing the defects, at the respective applicable fee rates.
- (4) Material and title defects of the contractual Services and works are subject to a limitation period of 12 months commencing with acceptance.
- (5) To the extent Stackable acquired third party hardware or software for the customer, Stackable assigns its warranty rights and guarantees, if any, to the customer. In this case, the customer's warranty rights for material

§ 9 Fees and Terms of Payment

- (1) Unless agreed otherwise, Stackable is compensated based on effort with an industry-standard hourly rate. 8 hours are considered the computation basis for a work day. If certain daily rates have been agreed and the working time exceeds or falls below 8 hours Stackable is remunerated on a pro rata basis.
- (2) The basis for the invoicing are the performance records prepared by Stackable which are broken down into 15-minutes intervals. (3) Reasonable expenses for business trips carried out in the context of the provision of services will be fully reimbursed by the customer. Unless otherwise agreed, the Stackable Travel Expense Guidelines shall apply.
- (4) Travel times will be reimbursed at an hourly rate of 50 € unless they can be used as working time.
- (5) All daily rates and other price information are net prices payable plus applicable statutory VAT if relevant.
- (6) If the customer is entitled to call off successively a certain volume of Services within an agreed period of time (call-off order), the agreed volume will be fully invoiced in advance upon ordering if the call-off order provides for a call-off period of at least one year and an order value of less than 25,000 Euros. The Services actually provided will be invoiced at the end of the agreed period; any volume not called off will be credited to the customer.
- (7) The customer will make payments without deduction no later than 14 days after receipt of the invoice. In case of non-cash payments, receipt of the payment on Stackable's account determines the timeliness of the payment. Charges related to the payment transaction, if any, are borne by the customer.
- (8) Any objections of the customer against the correctness of invoices issued by Stackable must be raised in writing within 30 days after receipt of the invoice. The timely dispatch of the objections suffices to meet this deadline. After expiration of the deadline the invoice is deemed approved. Stackable will specifically point this out in the invoice. The customer may also request that the invoice be corrected after expiration of the deadline. In this case, however, it has to prove that the invoice was incorrect or incomplete.
- (9) In case of a payment default, Stackable may demand from the customer default interest in the amount of 8 percentage points above the respective applicable base interest rate as well as all other costs which are necessary in order to purposefully collect the outstanding amounts; the right to assert further damage claims remains unaffected.

§ 10 Publications

- (1) Publications of any kind which relate to the operations or interests of the customer or of Stackable, whether in words, images or writing (e.g. regarding constructions, products, production methods, business situation, IT programs), require the prior written consent of the respective other party.
- (2) The customer agrees that Stackable may list on its website the customer's trade name, marks, if any, and logo under the header "References"; this equally applies to business presentations of Stackable. To the extent any further discussions are intended above and beyond the listing of the customer's trade name, mark and logo, the customer's prior written consent must be obtained.

§ 11 Data Protection

- (1) Stackable and the employees, freelancers or vicarious agents used by it shall maintain data secrecy pursuant to the German Federal Data Protection Act.
- (2) If it becomes necessary in the course of the project that employees, freelancers or vicarious agents of Stackable receive access to personal data of the customer, the parties shall make a separate controller to processor agreement for this purpose in a timely manner.

§ 12 Confidentiality Obligation

- (1) "Confidential Information" within the meaning of this provision is all financial, technical, legal, tax information and information pertaining to operations, employees or management or other information (including data, documents and know-how, e.g. data collections, software in source and object code format, inventions, algorithms, processes) which relates to one of the parties or its affiliates or

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pertinent proof. A paid contractual penalty will be credited towards a damage compensation claim.

§ 15 Limitation of Liability

- customers and which are made directly or indirectly accessible to one of the parties during performance of the contractually agreed Service or of which it learns otherwise, and which is marked as confidential or with a similar designation or which must be considered confidential because of its nature. Whether the information is contained on a carrier medium, and which carrier medium is irrelevant; in particular, oral information is also included.
- (2) The parties undertake to keep strictly confidential all Confidential Information of which they learn within the scope of their activities, and not to use it for their own or a third party's benefit, and not to disclose it to third parties. This only excludes such information the disclosure of which is necessary for the proper performance of the assigned tasks or which has been expressly permitted in writing by the party disclosing the Confidential Information. Within this scope, the parties may disclose Confidential Information to employees, free lancers or vicarious agents. The parties undertake to inform the aforesaid persons about the confidentiality obligation on the basis of this Agreement prior to disclosing any Confidential Information and to obligate them accordingly. The respective party warrants that the aforementioned persons comply with the obligations pursuant to this Agreement. All records of Confidential Information must be treated diligently and be stored so carefully that they cannot be accessed by unauthorized persons.
- (3) This obligation survives the completion/end of the works/services by 5 years and also includes the provisions of the respective offer including the GTC.

§ 13 Property of Stackable and Return Obligation

- (1) With the exception of the subject of the Service, all business records of any kind whatsoever, in particular calculations, sketches, drawings, written documents, printed matters and their copies, audio and data carriers remain the property of the party which developed them. Upon request of a party, they shall be returned or surrendered to the other party. The respective files on the computers must be deleted. Upon request, this must be confirmed in writing. There is no retention right.
- (2) Stackable reserves its property rights and copyrights in illustrations, service descriptions, drawings, calculations and other documents. Prior to their disclosure, the customer must obtain the express written consent of Stackable. This also applies to offers of Stackable and other documents which are expressly referred to as "Confidential".

§ 14 Contractual Penalties

- (1) A contractual penalty in the amount of 10,000 € is deemed agreed for each individual willful breach of the obligation under § 12 para. 2. (2) A contractual penalty in the amount of 5,000 € is deemed agreed for each individual willful breach of the obligation under § 13 para. 2. (3) Payment of the contractual penalty does not preclude the assertion of the cease and desist claim or of further damage compensation claims upon

- (1) The liability of the parties for willful intent and gross negligence is not subject to any limitation. In case of damages resulting from simple negligence caused by a breach of core duties (*Kardinalpflichten*), i.e. of such contractual duties which only just enable the proper performance of the agreed services and on compliance with which the respective other party generally relies and may rely, the liability of the breaching party is capped at the amount correlating to the typical, foreseeable risk under the agreement.
- (2) In case of damages resulting from simple negligence caused by a breach of non-core duties, any liability of the parties is excluded. (3) The preceding limitations of liability and the exclusion of liability of the parties do not apply in case of injury to individuals (injury to life, body or health), nor in case guarantees were given, nor in case of fraudulent misrepresentation.
- (4) Stackable is obligated to use the industry-standard care. When determining whether Stackable is at fault, it must be taken into account that software cannot technically be developed without errors.
- (5) Stackable is not liable for the loss of data and/or programs to the extent that the damage is incurred because the customer failed to make data backups and to thus ensure that lost data may be recovered with reasonable effort.
- (6) The preceding provisions also apply to the benefit of Stackable's vicarious agents.

§ 16 Reservation of Modifications

Stackable may notify the Customer about modifications or amendments of these GTC in text form no later than six weeks prior to their proposed effective date. The customer's consent to such a modification is deemed granted if it does not reject the modification vis-à-vis Stackable in text form until the proposed effective date. Stackable will specifically inform the customer hereof in the notification.

§ 17 Miscellaneous

- (1) There are no ancillary oral agreements. Ancillary agreements, modifications and amendments of this Agreement must be made in writing. This also applies to the abrogation of the written form requirement.
- (2) If individual provisions of these GTC are or become wholly or partly invalid, the validity of the remaining provisions of these GTC is not affected. The Parties hereby agree that in this case, the invalid provision will be replaced by a valid provision which resembles the economic purpose of the invalid provision as closely as possible. The preceding provision applies mutatis mutandis in case of a gap in the agreement.
- (3) This agreement is subject to the laws of the Federal Republic of Germany.
- (4) Sole venue for all legal disputes under or in connection with this Agreement is the seat of Stackable.

TRAVEL COST GUIDELINES

1. General

The following provisions apply to all business travel which we undertake in the course of providing services to you, unless otherwise agreed in individual cases.

All business travel will usually start at our premises in Wedel or the place of residence of the employee undertaking the travel.

For logistical reasons (e.g. direct onward travel to or from another assignment), it may occur that the starting point or destination of the journey is a place other than our premises or the place of residence of the employee. In such cases, we try to split the travel costs fairly between the two customers concerned.

Where a return journey is delayed for any reason that is not attributable to you, you will not be charged for any additional costs/expenses incurred.

Depending on the starting or ending time and assignment location, it may make sense for us to arrive one or more days prior to the start of the assignment and/or leave one or more days after the end of the assignment. Should this be the case, we will agree this with you in advance.

We will always make every effort to ensure a reasonable compromise is struck between the costs and time involved, the environmental impact and the comfort level. This will not always be possible, however, especially in the case of short notice requests or remote assignment locations. This is where we depend on your cooperation. Please give us as much information as possible: When should we be at the location? At what time do you usually stop working? Where do we need to go?

What other restrictions are there? etc.

As a general rule, we will book our accommodation and arrange travel ourselves. In particular, we are only obliged to use specified or preferred booking portals where this is reasonable and has been agreed in advance. Where possible and provided you inform us beforehand, we will use any company rates you have.

Where travel bookings are authorised by you in advance, this shall also cover price rises of up to 10% which may occur between the time of your authorisation and the time of our making the booking. In the event of price increases exceeding 10%, we will ask you for a new authorisation.

2. Travel costs

Unless agreed otherwise, the following rules will apply to all travel:

a. Flights

We will book airlines, times and routes at our own discretion. For flights of up to 4 hours duration, we will book economy class. For flights of more than 4 hours, we will book premium economy class (or the equivalent). If premium economy class (or the equivalent) is not available, we will book business class. We offset the CO₂ emissions of our flights and would appreciate it if you would cover this contribution to climate protection as part of the travel costs.

b. Accommodation

We reserve the right to book the accommodation of our choice and will use hotels or comparable services such as Airbnb. Normally, we book hotels at a level of 3+ stars. We will be happy to take into account any company rates you have with particular hotel chains.

Where we pay the costs ourselves and then send you the invoice for reimbursement, we will make sure such invoice is issued to Stackable UK Limited.

c. Train

We travel first class but will endeavour to use discount prices/deals where possible. Where appropriate, we will also use night trains and book an individual cabin.

d. Rental / private car

Any rental cars will be in the compact or medium class. Where travel is by private car, we will bill €0.30 per kilometre actually travelled (as opposed to distance on the map).

e. Local public transport, taxis etc.

Where possible and reasonable, we are happy to use local public transport. Alternatively, we will use ridesharing (e.g. Grab, Uber), taxis or carsharing (e.g. car2go).

f. Food and drink allowance

Food and drink will be billed directly. We are happy to work within your daily rates. However, these may not be lower than the daily rates published by the German Federal Ministry for Economic Affairs for the respective country.

3. Other, invoicing

The costs actually incurred in connection with the travel will be invoiced. This includes: credit card fees for foreign transactions, parking costs, costs for any necessary wifi bookings or data passes (roaming, in aeroplane, in hotel) and costs for cancellations or changes for which we are not responsible (incl. any cancellation fees).

Due to exchange rates and fees, the amounts invoiced could differ slightly from the amounts shown on the respective receipts.

In some countries or some situations, it is not possible or customary to provide or receive receipts; in such cases, we will invoice the actual costs without receipt, based on substitute expense documentation prepared by Stackable itself.

4. Travel times

To the extent travel time cannot be used as working time, it will be billed at the rate of €50 per hour.