

General Terms and Conditions

DataCo International UK Limited

Company Number: 12877451

Registered Address: Suite 1, 7th Floor, 50 Broadways, London, United Kingdom, SW1H 0BL

Represented by its managing directors Thomas Regier and Kivanc Semen

1. Contracting Parties

The contracting parties are DataCo International UK Limited (hereinafter referred to as "DataCo"), represented by its Managing Directors Mr Thomas Regier and Mr Kivanc Semen and the Customer.

2. Subject Matter

- 2.1 The subject matter results from the specific commission, these General Terms and Conditions as well as the provisions stipulated in the respective service descriptions and terms of use.
- 2.2 Differing provisions must be stipulated in writing. The assumption of any warranty requires DataCo's express confirmation in writing to be valid.
- 2.3 The Customer's general terms and conditions of business do not become part of the contractual relationship, even if they are included with requests for offers, orders, acceptances.

3. Order placement and Conclusion of Contract

- 3.1 Subject to any special provisions stipulated, following the Order placement by the Customer, the Contract will only come into existence upon receipt of DataCo's order confirmation, at the latest, or, when DataCo commences Order execution. This is also the case if DataCo commences order execution before an agreement has been reached on all aspects of a commission and the Customer does not object to such commencement, without undue delay, even though the Customer is aware of it.
- 3.2 Any contractually-specified performance dates or deadlines will only be binding if DataCo has confirmed this as binding in writing.
- 3.3 All of DataCo's offers are subject to change, unless otherwise expressly stated in the offer.
- 3.4 Once a Contract has entered into effect, including its Annexes, it will supersede all previous agreements between the parties in relation to the services forming the subject matter of the Contract, particularly any non-disclosure agreements entered into prior to said Contract. This does not apply to agreements that only amend individual provisions of existing Contracts or are referred to as an addendum to an existing Contract.

4. Commencement of Service, Minimum Term, Termination on Notice

- 4.1 The initial minimum contract term will commence to run from the respective agreed commencement of service.
- 4.2 If notice of termination is not given in compliance with the notice period, the Contract will automatically extend by the agreed further minimum contract term.
- 4.3 The ordinary termination of the contract must be declared in text form within the agreed notice period to the end of the applicable minimum contract term.

5. DataCo's Services

- 5.1 DataCo provides a scalable software-based solution that enables customers to manage consent and preferences at a granular level, promoting data subject trust and compliance with data protection regulations, using the DataGuard Consent and Preference Management platform, which can also open up access to further software-supported service offerings. The scope of service is limited to the items listed in the service description as specified in the contractual service packages.
- 5.2 The service packages relate to the service scope details provided in the Customer's Order. The Customer shall notify DataCo of any changes to these details to ensure correct determination of the service scope. To the extent that, as a consequence of incorrect or missing information, which leads to the incorrect fee that DataCo receives from the Customer, DataCo may retrospectively demand the appropriate fee from the Customer in line with the correct specification of the customer and the service scope.
- 5.3 The laws of England and Wales apply to this contract.
- 5.4 In connection with the performance of the services, DataCo does not accept any responsibility for specific outcomes or desired results. DataCo will ensure due skill, care and diligence in the performance of its obligations under this contract.

- 5.5 DataCo is entitled to use third parties (sub-contractors) in the performance of the services. DataCo shall be vicariously liable for the performance of any subcontractors used.
- 5.6 Additional organisations listed in the order will be represented by the Customer upon the conclusion of the Contract. To the extent that the performance of the services requires knowledge of any laws other than UK regulations, UK GDPR and EU GDPR, DataCo will be released from its performance obligation, and the Customer and the relevant organisation will be solely responsible for compliance with those other national laws.

6. Duties and Obligations on the part of the Customer

- 6.1 The Customer shall ensure that any required cooperation will be provided to DataCo in due time, to the necessary extent and free of charge; more specifically, the Customer shall inform DataCo of any facts and circumstances that are relevant for performance, respond to any of DataCo's queries pertaining thereto and participate in any meetings required for this purpose.
- 6.2 Any service item that DataCo cannot render in a professional manner due to the Customer's failure to cooperate, will be deemed to have been rendered if DataCo has asked the Customer to cooperate on three separate occasions, in each case specifying the service item, and the Customer has failed to provide such cooperation by the end of the month following the third request.
- 6.3 Data carriers and files made available by the Customer must be faultless, both technically and with regard to their content; in particular, they must not contain any malware (e.g. computer viruses). Where this is not the case, the Customer shall compensate DataCo for any and all damage resulting from the use of such data carriers or files.
- 6.4 Where the Customer fails to co-operate to the extent required, or in due time, or as agreed, the Customer shall be responsible for any resulting damage and expenditure (e.g. delays, additional expenses).
- 6.5 DataCo and its vicarious agents shall be indemnified from and against any third-party claims based on any unlawful use of the copyrighted services by the Customer, or the Customer's acquiescence to any such use, or resulting from legal disputes under data protection law or other laws, where such disputes relate to the use of the specific service. The Customer shall notify DataCo without undue delay, in writing, if third parties assert claims against the Customer for an infringement of their rights. The Customer shall not acknowledge any infringements claimed by third parties and shall either leave any and all disputes to DataCo or conduct such disputes only in agreement with DataCo.
- 6.6 The Customer shall forward notice of defects in writing along with a clear description of the fault symptoms and, where possible, include written documents (to be drawn up if need be), hard copies and any other documents illustrating the relevant defects.
- 6.7 The Customer is solely responsible for the accuracy and lawfulness of its contents and information provided by it and the lawful use of any intellectual property it uses and shall be solely liable for any infringements in this regard. The Customer hereby represents that the contents it makes available and their use by DataCo, as well as any links to other pages, do not breach applicable law. The Customer shall refrain from inputting any data containing viruses, malware or similar programs that are liable to damage, surreptitiously intercept or delete data or systems.

7. Right of Use

- 7.1 Unless otherwise agreed, the Customer will be granted a non-exclusive, transferable licence, unlimited in terms of place, time and content, to the unrestricted use, in any manner known, of any and all documents resulting from DataCo's services, subject to the condition precedent that DataCo receives the full fee agreed between the parties. This includes, in particular, the Customer's right to process the relevant document at its discretion or to modify it in any other way, and to utilise the resulting work in the same way as the original results and work products. The preceding sentence notwithstanding, the Customer's right of use to confirmations issued or insignia will expire at the end of the Contract.
- 7.2 In the event of early termination of the Contract, clause 7.1 above will apply analogously to any part of the services already completed.
- 7.3 Copyright notices, serial numbers or any other features serving as program identification must not be removed or modified under any circumstances. The same applies to the suppression of the on-screen display of the relevant features.

8. Retention of Title

DataCo retains title to the documents, and any rights to be granted, until the remuneration owed has been paid in full. Until that time, said rights will have been granted on a provisional basis only and can be revoked by DataCo at any time.

9. Fees and Due Dates

- 9.1 Fees and ancillary charges are always net plus any statutory taxes and levies. The prices billed in the invoices for the services used will be stated net of VAT. These prices net of VAT will be added up and will form the basis for the calculation of the VAT amount.
- 9.2 The Customer shall pay the one-off fee at the commencement of the service and the respective recurring fee in advance to DataCo. Monthly fees must be paid upon the agreed commencement of the service provision for the remainder of the month on a pro rata basis. Thereafter, these fees must be paid monthly in advance. Where the fee must be calculated for parts of a calendar month, it will be calculated on a pro rata basis for each half month or part thereof.
- 9.3 Where the services ordered exceed the agreed consultation hours, the Customer shall pay DataCo an additional fee, unless otherwise agreed. In this case, DataCo will document the type and duration of the relevant activities and enclose the relevant documentation together with its invoice.
- 9.4 In addition to its remuneration, DataCo will charge any incurred travel expenses on a monthly basis in arrears. Subject to any other contractual agreements, travel expenses and other charges (cost of transport, including parking fees, accommodation expenses, additional meal expenses, ancillary travel expenses, etc.) will be passed on by way of a travel expense claim as agreed beforehand with the Customer. Rental vehicles will be hired at market rates. Trips made by using a company car will be charged at GBP 0.40/km. Where Customer projects require flights or hotel accommodation, this will be agreed beforehand with the Customer. Train trips will be charged in line with the seasonal fee. Travel time will count towards the agreed consultation hours; once the consultation hours agreed are exceeded, travel time will be charged at the agreed hourly rate. If the working or travel time falls within the following time periods, the following surcharges will be applied per each hour of work: a) 50% on weekdays (Monday to Friday) from 0:00 to 6:00 hours and from 20:00 to 0:00 hours; b) 100% for Saturdays, Sundays and public holidays.
- 9.5 The invoice amount must be paid into the account specified in the invoice. It must be received into said account no later than ten days from receipt of the invoice
- 9.6 For any payment or bank transfer that is dishonoured or returned, the Customer shall compensate DataCo for any costs incurred to the extent that the reason for such event is attributable to the Customer.
- 9.7 The Customer has a set-off right to the extent that its counterclaim has been upheld and declared unappealable by a court of law or is undisputed. The customer may only assert a retention right in respect of any fees on the basis of any counterclaims arising under this contract.

10. Complaints Regarding Invoices

Any complaints regarding the amount of the fees charged by DataCo must be addressed to DataCo without undue delay after receipt of the invoice. Complaints must be received by DataCo within eight weeks after receipt of the invoice. Where the Customer fails to lodge a complaint in due time, such failure will be deemed to be acceptance of the issued invoice; DataCo will make specific reference in its invoices to the consequences of any failure to make a complaint in due time. The Customer's statutory rights in the case of complaints after the above period has expired remain unaffected.

11. Amendments to General Terms and Conditions or Service Descriptions

DataCo has the right to amend the General Terms and Conditions or the respective service descriptions after giving reasonable notice. The Customer will be notified of any such amendments in writing. Where any amendments disadvantage the Customer, the Customer will have the right to object at the time when any such amendment enters into effect. In its amendment notification, DataCo will inform the Customer of both this right to object and the fact that the amendment will enter into effect if the Customer fails to exercise its right to object within the specified time period.

12. Default

- 12.1 Where the Customer is in default of payment, and not for just a negligible portion of the fees, DataCo may terminate the contractual relationship without giving notice. This applies in particular if the default relates to more than one sixth of the fees for any single contract year.
- 12.2 DataCo reserves the right to assert further claims arising from any default in payment.

13. Performance and Notification of Defects

- 13.1 Where the Customer detects potential defects in or malfunctions of the DataGuard Consent and Preference Management platform, the Customer shall notify DataCo, without undue delay and in writing, of any such defects or malfunctions, including a precise description of the problem and any information that is relevant for trouble-shooting.

14. Confidentiality

- 14.1 The contracting parties are under an unlimited mutual obligation not to disclose any business or trade secrets as well as any information designated as being confidential that come to the other party's attention over the course of the performance of the Contract. The contracting parties shall also impose this confidentiality obligation on their staff as well as any third parties used.
- 14.2 Said confidentiality obligation does not apply if the relevant information or data is generally known or becomes known without fault on the part of the obligated party, or if the obligated party has independently developed the confidential information without using Customer information, or if the law or a regulatory body requires disclosure due to mandatory statutory provisions.
- 14.3 DataCo has the right to disclose confidential information to sub-contractors, provided that said subcontractors have been obligated to maintain confidentiality.

15. Force Majeure

Where the obligated party is unable to perform due to force majeure, in particular due to commodity, energy shortages, labour disputes, serious transport disruptions, operational disruptions that were not caused by the obligated party or could not have been foreseen, regulatory or supervisory measures not attributable to the obligated party, epidemic, pandemic or other events not attributable to the obligated party, the obligated party's obligation to perform will be suspended, after notification to the other party, for as long as the impediment to performance exists. In the event that the impediment exists for more than four months, both parties have the right to terminate the Contract by giving one month's notice prior to the end of a given month.

16. Limitation of liability of DataCo and its Vicarious Agents

- 16.1 Nothing in this agreement shall exclude or limit the liability of either party for;
- a) any death or personal injury arising out of that party's negligent acts or omissions;
 - b) any liability for fraud or fraudulent misrepresentation; or
 - c) in respect of any liability that cannot be limited by law.
- 16.2 Subject to clause 16.1, neither party shall have any liability for any indirect or consequential loss or for any loss of profits, loss of business, loss of opportunity, loss of anticipated savings or loss of goodwill howsoever arising and whether or not such loss had been advised by the other party or was foreseeable.
- 16.3 DataCo's liability in connection with its performance obligations is limited to the maximum liability amount agreed upon for the respective service package. Said amount will be discussed during the sales process as per the information provided by the Customer for the Consent and Preference Management service. This maximum liability amount relates to the sum of all statutory and contractual liability claims the Customer may have under the service package ordered. Unless otherwise agreed, any further liability is excluded.
- 16.4 The above limitations of liability also apply to the personal liability of DataCo's staff, representatives and executive bodies.
- 16.5 Subject to any statutory limitation periods, any contractual or non-contractual claims against DataCo that are based on defective performance must be asserted within one year after they arose.

17. References

- 17.1 To the extent that the Customer permits DataCo to be named as a reference, DataCo will be entitled to make reference to the Customer in the form of a testimonial, stating the Customer's company name, displaying the company logo, naming the contact person and describing the services provided. The utilisation as a reference includes the use on all websites, blogs and social media channels whose content DataCo can control, the use for press releases, advertisements in print media, proprietary corporate documents, for display on company premises, trade fairs and conferences as well as for tenders and presentations. Any other types of use, such as quoting the Customer or using a detailed service description in the form of a so-called customer success story, require a separate agreement and the Customer's prior consent.
- 17.2 In case of doubt, said permission will survive the termination of the contractual relationship for an indefinite period of time, but may be revoked by the Customer with future effect, taking into consideration DataCo's legitimate interests.

18. Miscellaneous Provisions

- 18.1 The Contract entered into by DataCo and the Customer, as well as its performance, shall be governed exclusively by the laws England and Wales.
- 18.2 Any disputes will be subject to the exclusive jurisdiction of the courts in England and Wales.
- 18.3 Any and all agreements between the Customer and DataCo as well as any and all legally relevant declarations (such as notice of termination, rescission, set-off) will only be valid if given in writing this applies, in particular, to any amendment and addition to or cancellation of this clause. This shall not affect any mandatory statutory requirements. No collateral agreements have been entered into.
- 18.4 Should one or more provisions of the Contract between DataCo and the Customer become invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining provisions of the Contract. The contracting parties shall replace the invalid or unenforceable provision(s) with a valid provision that most closely reflects, both legally and factually, the economic purpose of the invalid or unenforceable provision(s). Where the Contract contains an omission that cannot be remedied by construing the remaining provisions accordingly, a provision will be deemed to have been agreed between the contracting parties to remedy the omission that comes closest to the contracting parties' economic interests, had they considered this aspect.