

General Terms and Conditions

The General Terms and Conditions (GTC) of Retraced GmbH, Kölner Str. 336a, 40227 Düsseldorf (hereinafter referred to as "Retraced") form the legal framework for the delivery and provision of all services to customers who are not consumers.

I General provisions

The General Provisions form the legal framework for the deliveries and the provision of all services to the customer that is not a consumer (B2C), while the Special Section depicts the specific regulations for the respective types of services.

1 Subject matter of the contract and scope of application

1.1 The subject matter of the contract is set out in these General Terms and Conditions ("GTC") as well as in the applicable service orders and price lists.

1.2 Retraced's GTC apply exclusively. Retraced does not accept any GTC/purchasing conditions of the customer that conflict with or deviate from or supplement these terms and conditions, unless Retraced has expressly agreed to their applicability in advance.

2 Contracts and offers

2.1 Retraced's services are agreed in the service order as SaaS or implementation services.

2.2 The service characteristics are described in detail in the service order. Offers previously submitted by Retraced are subject to change.

2.3 The contract is concluded upon confirmation of a service order by the customer, but no later than upon activation of the service by Retraced.

3 Remuneration and terms of payment

The remuneration and terms of payment are specified in the service order.

4 Liability

4.1 Retraced shall be liable without limitation for intent and gross negligence in the event of a breach of a contractually granted guarantee. Retraced shall be liable for slight negligence in the event of damage resulting from injury to life, limb or health of persons.

4.2 In the event of simple negligence, Retraced shall only be liable for the breach of essential contractual obligations (so-called cardinal obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely).

4.3 If Retraced breaches an essential contractual obligation through simple negligence, the obligation to pay compensation shall be limited to the typically foreseeable damage. In this case,

Retraced shall not be liable for any indirect damage or consequential damage (in particular loss of profit).

4.4 Retraced shall be liable for all damages arising from the respective contractual relationship up to a maximum of the agreed remuneration.

4.5 Insofar as Retraced's liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

5 Business and trade secrets

5.1 The parties shall keep confidential all information and knowledge obtained in the course of the execution of the contract and all information provided for the purpose of executing a service order, in particular information derived from protected documents, and shall protect it from unauthorised access, disclosure, reproduction, use and other misuse by third parties not involved in the execution of the contract. The vicarious agents used for the provision of services shall not be considered third parties within the meaning of this agreement.

5.2 The parties shall ensure through appropriate contractual agreements that their employees affected by this confidentiality agreement are also bound to confidentiality in accordance with the provisions of these GTC. The same applies if the parties use other third parties to perform their service obligations. The parties shall provide each other with written proof of compliance with these obligations upon request and shall inform each other, in particular within the framework of legally or officially enforced disclosure obligations, as far as this is possible and permitted, about the disclosure of information and shall support each other in fulfilling these obligations.

6 Data protection

6.1 Retraced shall comply with all data protection requirements, in particular the provisions of Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and the German Federal Data Protection Act (BDSG).

6.2 In connection with the provision of services, Retraced processes personal data both as a controller pursuant to Art. 4 No. 7 GDPR, as a processor pursuant to Art. 4 No. 8 GDPR and as a joint controller (together with you as the customer) pursuant to Art. 4 No. 7, Art. 26 GDPR.

6.3 Sole responsibility: Retraced is solely responsible for the following processes under data protection law:

- (a) Data processing necessary for contract execution (e.g. contract billing);
- (b) Evaluation of platform usage for product improvement (aggregated/anonymised);
- (c) Data processing in connection with the provision of customer service/support services.

6.4 Order processing: As a contract processor, Retraced processes the customer's personal data for the following purposes:

- (a) Creation and management of platform access and registration data for the customer's users;

(b) Sending invitations to the customer's business partners to participate in the platform for the purpose of presenting the supply chain (until these persons register independently).

Unless otherwise agreed between the parties, the Retraced Data Processing Agreement ("DPA"), which is included as Annex 1 to these Terms and Conditions in the version valid at the time of conclusion of the contract and is also agreed upon conclusion of the contract, applies to this processing of personal data on behalf of the customer. The customer may request Retraced to provide the version of Annex 1 applicable to the customer at any time.

6.5 Joint responsibility

(a) The parties have jointly determined the means and purposes of the processing activities described in more detail below for certain processing operations. In this respect, they are joint controllers within the meaning of Art. 4 No. 7; 26 GDPR.

(b) The following categories of data are subject to the processing of personal data: Personal master data; communication data (e.g. telephone, e-mail); communication content; correspondence/written communication; delivery and order information; location data/geo-location data; user interactions with the platform (including log data, log-in/log-off); content data of uploaded documents (e.g. audit reports) insofar as these contain personal data.

(c) The following categories of data subjects are subject to the processing of personal data: Customers and their employees; business partners/contact persons of the customer (e.g. auditors)/suppliers and their employees.

(d) The parties shall jointly determine the purposes and means of such processing operations that are directly related to the customer's intended use of the platform's functionalities. Within the scope of this joint responsibility, the parties have different responsibilities in each case:

Process step	Responsibility
Decision as to which data and whose data is initially loaded onto the platform	Responsibility of the customer
Decision on to whom the data entered by the customer will initially be made available within the platform	Responsibility of the customer
Export of data from the platform by the customer	Responsibility of the customer
Operation of the platform in general (in particular hosting, provision of platform functionalities; decision on the design of the platform; provision of data shared or published by the customer with other	Responsibility of Retraced

platform participants; ensuring the IT security of the platform)	
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(e) For the sake of clarity, the following is noted:

- i) the decision on the selection of service providers/processors for the operation of the platform, such as hosting service providers, is the sole responsibility of Retraced;
- ii) after uploading, the customer has no right to decide on the retention of content on the platform if this content has been shared or published with other platform participants.

(f) The customer shall ensure that only personal data that is absolutely necessary for the lawful processing of the transaction is collected.

(g) The processing of data in connection with the processing operations referred to in Part I, Section 6.5.4 is subject to the provisions of this Section 6.5 and the following regulations:

- i) Retraced shall provide the data subjects with the essence of this agreement (Article 26(2) GDPR). Currently, this is done within the framework of the privacy policy.
- ii) Each party shall ensure compliance with the statutory provisions, in particular the GDPR and other European data protection laws, as well as the lawfulness of the data processing operations within its sphere of responsibility. Both parties are equally responsible for the lawfulness of the joint processing with regard to the data processing steps covered by this agreement.
- iii) Each party shall take technical and organisational measures to adequately protect the data against misuse and loss in accordance with the requirements of the relevant data protection provisions of the GDPR (Article 28(3)(c), 32 GDPR in conjunction with Article 5(1), (2) GDPR).
- iv) Each party shall ensure, within the scope of its responsibilities, that the data subjects are provided with the information required under Articles 13 and 14 GDPR. Where necessary, one party shall inform the other party of all relevant processes necessary to comply with the information obligation.
- v) The parties have agreed on the following to enable data subjects to exercise their rights:
 - Right of access to information regarding the processing: Both parties shall, upon request, provide the data subject with a copy of the personal data being processed in accordance with Art. 15 GDPR and provide the necessary information.
 - Right to rectification: In accordance with Art. 16 GDPR, a data subject may request both parties to rectify inaccurate personal data stored by the parties.
 - Right to erasure of personal data: A data subject may request the erasure of personal data held by the parties from both parties in accordance with Article 17 of the GDPR. When such a request is made, one party shall inform the other party of the request and of the data to be erased.
 - Right to restriction of processing: Both parties shall process requests for restriction of processing in accordance with Art. 18 GDPR. If one party restricts processing, it shall inform the other party if this request relates to joint processing.

- Right to be informed: Both parties shall process all requests regarding the right to be informed of data subjects. If a data subject has exercised their right to rectification, erasure or restriction of data against one party, that party must forward any rectification or erasure of personal data or any restriction of processing to the other party and to any recipient to whom the personal data has been disclosed, unless this proves impossible or involves disproportionate effort (Art. 19 GDPR). The party shall also inform the data subject about these recipients, if the data subject so requests.
- Right to data portability: Both parties shall process all requests for data portability in accordance with Art. 20 GDPR. If this request relates exclusively to processes carried out by one party or data stored by only one party, this request shall be forwarded directly to that party.
- Right to object: The data subject may exercise their right to object to one of the parties (Art. 21 GDPR). When exercising this right, one party shall inform the other of the objection. The parties may then no longer process the personal data unless they can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or they can demonstrate that the data must be processed for the establishment, exercise or defence of legal claims – unless the data is used exclusively for direct marketing purposes.
- Withdrawal of consent: The data subject may revoke any consent given by them to both parties at any time under the conditions of Art. 7 GDPR. The parties shall inform each other of this.

(h) Notwithstanding the details of this agreement, a data subject may, pursuant to Art. 26(3) GDPR, assert their rights under the GDPR with and against each of the joint controllers responsible for the processing operation in question.

(i) If a data subject contacts one of the parties directly in order to exercise their rights as a data subject, in particular for the purpose of rectification and erasure of their data, this request shall be forwarded to the other party without delay, irrespective of the obligation to guarantee the rights of the data subject. The parties shall support each other in guaranteeing the rights of data subjects.

(j) Both parties are equally responsible for the information obligations towards the supervisory authority or those affected by a breach of personal data protection resulting from Art. 33 GDPR and Art. 34 GDPR.

(k) Supervisory authorities and legal proceedings

i) The parties shall cooperate in the event of requests from supervisory authorities regarding data processing based on this agreement or non-compliance with this agreement. The parties shall inform each other of any other requests, proposals or decisions and shall assist in responding to enquiries without undue delay. The parties are obliged to give due consideration to the suggestions and decisions of the competent supervisory authorities.

ii) The parties shall inform each other immediately of any supervisory activities by supervisory authorities in order to ensure a jointly prepared response to the supervisory

authority. The same shall apply to legal proceedings relating to the subject matter of this agreement.

(l) Liability

i) The parties acknowledge that they are both liable to data subjects in respect of the processing operations pursuant to Art. 82 (2)-(4) GDPR.

ii) If one party has paid a data subject full compensation for the damage suffered in accordance with Art. 82 (4) GDPR, that party shall be entitled to reclaim from the other party the part of the compensation that corresponds to the other party's share of responsibility for the damage.

iii) With regard to any fine imposed on a party for a breach of data protection regulations in connection with this agreement, the party subject to the fine must have made all reasonable efforts to defend or reduce the fine through legal action. If the party is then still liable for all or part of a fine that does not correspond to its internal share of responsibility for the breach, the other party shall be obliged to indemnify it against the fine to that extent.

iv) The liability provisions in [Part I, Section 4](#) shall apply.

6.6 The customer undertakes to conscientiously comply with and observe all data protection regulations.

6.7 The Retraced platform is not used to process special categories of personal data within the meaning of Art. 9 GDPR. The customer is prohibited from processing such data on the Retraced platform.

7 Term of the contract and termination, consequences of termination of the contract

7.1 The contract shall enter into force upon signature. It shall be automatically extended for a further year unless terminated in writing by either party with at least 90 days' notice to the end of the respective contract.

7.2 If a contract with an agreed term is not terminated upon expiry, the contract shall be automatically extended for a further year unless one of the parties gives written notice of termination at least 90 days before the end of the respective contract.

7.3 The right of termination without notice for good cause remains unaffected. Any termination must be in writing to be effective. Text form is not sufficient for this purpose.

8 Final provisions

8.1 The customer may only assign claims, other rights and obligations arising from this contract to a third party or otherwise transfer them with the prior written consent of Retraced.

8.2 Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the other provisions as a whole. The invalid provisions shall be replaced by the statutory provisions.

8.3 Retraced is entitled to amend or supplement these GTC and the DPA at any time. The customer will be notified of the amendments or supplements by email at least six weeks before they take effect. If the customer does not agree with the amendments, they may object to the

amendments in writing with one week's notice from the date on which the amendments or supplements are intended to take effect. If the customer does not object, the changes or additions shall be deemed to have been approved by the customer. Retraced shall specifically inform the customer of the intended significance of their behaviour when notifying them of the change or addition to the GTC or the DPA.

8.4 All disputes between the parties shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

8.5 The place of jurisdiction for all disputes arising from and in connection with these GTC is the registered office of Retraced.

8.6 If the customer is based outside the EU, Section 8.5 shall be replaced by the following: All disputes arising from or in connection with the contract or its validity shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS), excluding recourse to ordinary legal proceedings. The arbitral tribunal shall consist of one (1) arbitrator. The place of arbitration shall be Munich, Germany. The language of the proceedings shall be English. All deeds and other documents of evidence may be submitted in English translation or in German if the documents are written in German.

8.7 Notwithstanding the English language version of this GTC and the contract, the legal understanding, interpretation, and application of the contractual provisions shall be governed by the principles and concepts of German law. In the event of ambiguities or questions regarding the meaning of a term or provision, the understanding under German legal doctrine and jurisprudence shall prevail.

II Special conditions for SOFTWARE-as-a-service (SaaS)

1 Services

The services include the temporary provision of a software application via the Internet and the provision of storage capacity for the customer's application data. Details are set out in the service order/service description.

2 Obligations and duties of the customer

2.1 The customer has the following obligations in particular:

(a) The services may not be misused, in particular:

- i) no information with illegal or immoral content may be transmitted or posted on the Internet, and no reference may be made to such information.
- ii) National and international copyrights, trademark rights, patent rights, name rights, labelling rights and other industrial property rights and personal rights of third parties must be observed.

(b) The customer is obliged to inform its users in good time before they start using the services about the details of this contract, in particular about the rights and obligations under the GTC. The customer is liable for all breaches of duty by its users and other third parties who commit

breaches of duty within the sphere of control of the customer, unless it can prove that it is not responsible for the breaches of duty.

(c) Personal access data (username and password) must not be disclosed to third parties and must be kept safe from access by third parties. For security reasons, they must be changed before the first use and then at regular intervals. If there is reason to suspect that unauthorised persons have gained knowledge of the access data, the customer must change them immediately.

2.2 Retraced is entitled to block the service at the customer's expense in the event of serious breaches of the customer's obligations or in the event of justified reasonable suspicion of a breach of obligations in accordance with Part II, Section 2.1.

3 Rights of use

3.1 The customer and the users set up by the customer shall receive the non-exclusive right, limited to the period of use or the term of the contract, to access the software functionalities via the Internet. Retraced does not grant any rights beyond this.

3.2 The customer is not entitled to use the software beyond the scope of use permitted under this contract, or to allow third parties to use it or make it accessible to third parties. In particular, the customer is not permitted to reproduce or sell the software or parts thereof.

3.3 The customer shall also pay the prices incurred by users set up by them and thus authorised by them. This also applies to affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).

4 Data use and third-party content

4.1 If Retraced processes personal data in the course of performing the contract, the provisions of Part I, Section 6 shall apply.

4.2 If Retraced offers the customer the option of publishing or sharing content on the customer's websites or other external third-party sites via its own services, or provides links to third-party products or services, the following shall apply: The use of the aforementioned options and any conditions, guarantees or assurances that the customer makes or accepts shall be the sole responsibility of the customer. Retraced is not responsible or liable for any loss or damage of any kind resulting from such interactions enabled by the services.

III Special Terms and Conditions (Services)

1 Services and Consultations ("Platform Onboarding")

1.1 Upon agreement, Retraced shall provide consulting and support services to the customer within the scope of platform onboarding.

1.2 Retraced assumes no responsibility for a specific result in connection with the provision of the services. Unless otherwise expressly agreed, no specific work results are owed.

2 Remuneration and terms of payment

The remuneration and terms of payment are specified in the service order.