

General Terms and Conditions for BALTECH Mobile ID

1. Remuneration, payment, ancillary copyright, deadlines

The following regulations apply to paid versions of Mobile ID:

- 1.1 Unless otherwise agreed, the remuneration shall be calculated at the provider's prices generally applicable at the time the contract is concluded. Remuneration is always net prices plus statutory VAT.

The provider can invoice on a monthly basis. If services are remunerated on a time and material basis, the provider shall document the type and duration of the activities and send this documentation with the invoice.

- 1.2 Unless otherwise agreed, all invoices must be paid within 10 days. Interest on arrears shall be charged at a rate of 8% above the respective base interest rate per annum. We reserve the right to claim higher damages for default.

- 1.3 Payments must be made exclusively in EUR to the account specified on our invoices. Any fees shall be borne by the customer. The deduction of a discount is only permitted with a special written agreement.

- 1.4 The customer may only offset or withhold payments due to defects insofar as he is actually entitled to payment claims due to material or legal defects in the service. The customer may withhold payments due to other claims for defects only to a proportionate extent, taking into account the defect. Clause 4.1 shall apply accordingly. The customer has no right of retention if his claim for defects is time-barred. Otherwise, the customer may only offset or exercise a right of retention against undisputed or legally established claims.

- 1.5 The Provider reserves the right of ownership and the rights to be granted to the services until the remuneration owed has been paid in full. Justified retention of defects in accordance with clause 1.3. sentence 2 shall be taken into account. Furthermore, the Provider shall retain title until all its claims arising from the business relationship with the Customer have been satisfied.

The provider is entitled to prohibit the customer from continuing to use the services for the duration of the customer's default in payment. The provider may only assert this right for a reasonable period of time, generally for a maximum of 6 months. This does not constitute a withdrawal from the contract. § Section 449 (2) BGB remains unaffected.

If the customer or the customer's buyer returns the services, the acceptance of the services does not constitute a withdrawal by the supplier, unless the supplier has expressly declared the withdrawal. The same applies to the seizure of the reserved goods or of rights to the reserved goods by the supplier.

The customer may neither pledge nor assign as security items subject to retention of title or title reservation. The customer is only permitted to resell the goods as a reseller in the ordinary course of business on condition that the customer has effectively assigned his claims against his customers in connection with the resale to the supplier and the customer transfers ownership to his customer subject to payment. By concluding this contract, the Customer assigns its future

claims in connection with such sales against its customers to the Supplier by way of security, and the Supplier hereby accepts this assignment.

If the value of the provider's security interests exceeds the amount of the secured claims by more than 20%, the provider shall release a corresponding portion of the security interests at the customer's request.

- 1.6 The customer is obliged to impose the contractually agreed restrictions on the recipient in the event of a permissible transfer of rights of use to deliveries and services.
- 1.7 If the customer fails to settle a due claim in full or in part by the contractual payment date, the provider may revoke agreed payment terms for all claims. The Provider is also entitled to provide further services only against advance payment or against security in the form of a performance bond from a credit institution or credit insurer authorized in the European Union. The advance payment must cover the respective billing period or - in the case of one-off services - their remuneration.
- 1.8 If the customer is financially unable to fulfill its obligations to the provider, the provider may terminate existing exchange contracts with the customer by rescission, continuing obligations by termination without notice, even if the customer files for insolvency, § 321 BGB and § 112 InsO remain unaffected. The customer shall inform the provider in good time in writing of any impending insolvency.
- 1.9 Fixed performance dates shall only be expressly agreed in documented form. The agreement of a fixed performance date is subject to the proviso that the provider receives the services of its respective upstream suppliers on time and in accordance with the contract.

2. Cooperation, duty to cooperate, confidentiality

- 2.1 The customer and provider shall each appoint a responsible contact person. Unless otherwise agreed, communication between the customer and the provider shall take place via these contact persons. The contact persons must bring about all decisions relating to the execution of the contract without delay. The decisions shall be documented in a binding manner.
- 2.2 The customer is obliged to support the provider as far as necessary and to create all the conditions necessary for the proper execution of the order in its sphere of operation. In particular, the customer shall provide the necessary information and, where possible, enable remote access to the customer system if this is necessary, for example in the context of support requests. If remote access is not possible for security or other reasons, the affected deadlines shall be extended appropriately; the contracting parties shall agree on an appropriate arrangement for further effects. The customer shall also ensure that expert personnel are available to support the provider.

If it is agreed in the contract that services can be provided on site at the customer's premises, the customer shall provide sufficient workstations and work equipment free of charge at the provider's request.

- 2.3 Unless otherwise agreed, the customer shall ensure proper data backup and failure prevention for data and components (such as hardware, software) appropriate to their type and importance.
- 2.4 The customer must report defects immediately in writing in a comprehensible and detailed form, stating all information useful for identifying and analyzing the defect. In particular, the work steps

that led to the occurrence of the defect, the manifestation and the effects of the defect must be stated. Unless otherwise agreed, the corresponding forms and procedures of the provider shall be used for this purpose.

- 2.5 The customer shall support the provider appropriately upon request in the examination and assertion of claims against other parties in connection with the provision of services. This applies in particular to recourse claims of the Provider against upstream suppliers.
- 2.6 The contracting parties are obliged to maintain confidentiality regarding business secrets and other information designated as confidential (e.g. in records, documents, databases) that become known in connection with the execution of the contract and not to use or disclose them beyond the purpose of the contract without the written consent of the other contracting party.

The respective receiving contractual partner is obliged to take appropriate confidentiality measures for business secrets and for information designated as confidential. The contracting parties are not entitled to obtain business secrets of the other contracting party by observing, examining, dismantling or testing the subject matter of the contract. The same applies to other information or objects obtained during the performance of the contract.

The disclosure of business secrets and other information designated as confidential to persons who are not involved in the conclusion, performance or execution of the contract may only take place with the written consent of the other contracting party.

Unless otherwise agreed, the obligation to maintain confidentiality for other information designated as confidential shall end five years after the respective information becomes known, but in the case of continuing obligations not before their termination. Business secrets must be kept secret for an unlimited period of time.

The contractual partners will also impose these obligations on their employees and any third parties they may employ.

- 2.7 The contracting parties are aware that electronic and unencrypted communication (e.g. by e-mail) is fraught with security risks.
In this type of communication, they will therefore not assert any claims based on the lack of encryption, unless encryption has been agreed in advance.

3. Disruptions in the provision of services

- 3.1 If a cause for which the Provider is not responsible, including strike or lockout, impairs compliance with the deadline ("disruption"), the deadlines shall be postponed by the duration of the disruption, if necessary including a reasonable restart phase. A contractual partner must inform the other contractual partner immediately of the cause of a disruption occurring in its area and the duration of the postponement.
- 3.2 If the expense increases due to a disruption, the provider may also demand compensation for the additional expense, unless the customer is not responsible for the disruption and its cause lies outside its area of responsibility.
- 3.3 If the customer can withdraw from the contract due to improper performance by the provider and / or demand compensation instead of performance or claims such, the customer shall, at the request of the provider, declare in writing within a reasonable period of time whether he asserts these rights or still wishes the service to be provided. In the event of withdrawal, the customer

must reimburse the provider for the value of previously existing usage options; the same applies to deterioration due to intended use.

If the provider is in default with the provision of services, the customer's compensation for damages and expenses due to the delay is limited to 0.5% of the price for the part of the contractual service that cannot be used due to the delay for each full week of delay. The liability for default is limited to a maximum total of 5% of the remuneration for all contractual services affected by the default; in the case of continuing obligations, in relation to the remuneration for the respective services affected for the full calendar year. In addition and with priority, a percentage of the remuneration agreed at the time of conclusion of the contract shall apply. This shall not apply if a delay is due to gross negligence or intent on the part of the provider.

- 3.4 In the event of a delay in performance, the customer shall only have a right of withdrawal within the framework of the statutory provisions if the provider is responsible for the delay. If the customer justifiably claims damages or reimbursement of expenses instead of performance due to the delay, he shall be entitled to demand 1% of the price for the part of the contractual service that cannot be used due to the delay for each completed week of the delay, but no more than a total of 10% of this price: in the case of continuing obligations, in relation to the remuneration for the respective services affected for the full calendar year. In addition and with priority, a percentage of the remuneration agreed at the time of conclusion of the contract shall apply.

4. Material defects and reimbursement of expenses

- 4.1 The provider warrants the contractually owed quality of the services. There shall be no claims for material defects if the provider's services deviate only insignificantly from the contractually agreed quality.

In particular, there is no material defect if the Mobile ID app is not compatible with a specific cell phone model and/or a specific operating system version. The provider endeavors to ensure the compatibility of the app with other common cell phone models and operating system versions, but points out that this is expressly not guaranteed in view of the large number of cell phone models and operating system versions available on the market and is not owed.

Claims for defects also do not exist in the event of excessive or improper use, natural wear and tear, failure of components of the system environment. The same applies to software errors that are not reproducible or otherwise verifiable by the customer. This also applies to damage due to special external influences that are not assumed under the contract. Claims for defects also do not exist in the event of subsequent modification or repair by the customer or third parties, unless this does not make the analysis and elimination of a material defect more difficult.

Clause 6 shall apply additionally to claims for damages and reimbursement of expenses.

- 4.2 The limitation period for claims for material defects is one year from the start of the statutory limitation period. The statutory periods for recourse according to § 478 BGB remain unaffected.

The same applies insofar as the law prescribes longer periods in accordance with § 438 Para. 1 No. 2 or § 634a Para. 1 No. 2 BGB, in the event of an intentional or grossly negligent breach of duty by the provider, in the event of fraudulent concealment of a defect and in cases of injury to life, limb or health as well as for claims arising from the Product Liability Act.

The processing of a notification of material defects by the customer by the provider shall only lead to a suspension of the limitation period if the legal requirements for this are met. This shall not result in a recommencement of the limitation period.

Subsequent performance (new delivery or rectification) can only affect the limitation period of the defect triggering the subsequent performance.

- 4.3 Recourse claims for contracts for digital products in accordance with Section 327u BGB remain unaffected by Clauses 4.1 and 4.2.

If a customer asserts a possible claim against the customer that may lead to a right of recourse, the customer shall immediately inform the provider of the asserted claim and the further information necessary and useful for its assessment. The Customer shall provide the Provider with the opportunity to satisfy the claim asserted by the Customer's customer, unless this is unreasonable for the Customer. The Customer and the Provider shall coordinate and cooperate with the aim of satisfying a justified claim of the Customer's customer in the most cost-efficient and cost-effective manner possible.

- 4.4 The provider may demand compensation for its expenses insofar as
- a) it takes action on the basis of a report without a defect being present, unless the customer could not have recognized with reasonable effort that there was no defect, or
 - b) a reported fault is not reproducible or otherwise verifiable as a defect by the customer, or
 - c) additional expenses are incurred due to improper fulfillment of the customer's obligations (see also Sections 2.2, 2.3, 2.4 and 5.2).

5. Defects of title

- 5.1 The provider shall only be liable for infringements of third-party rights by its service if the service is used in accordance with the contract and, in particular, in the contractually agreed and otherwise in the intended application environment without any changes.

The Provider shall only be liable for infringements of third-party rights within the European Union and the European Economic Area and at the place where the service is used in accordance with the contract. Clause 4.1 sentence 1 applies accordingly.

- 5.2 If a third party asserts a claim against the customer that a service of the provider infringes its rights, the customer shall notify the provider immediately. The Provider and, if applicable, its upstream suppliers are entitled, but not obliged, to defend against the asserted claims at their own expense, insofar as this is permissible.

The customer is not entitled to recognize third-party claims before he has given the provider a reasonable opportunity to defend the rights of third parties by other means.

- 5.3 If the rights of third parties are infringed by a service of the provider, the provider shall, at its own discretion and at its own expense
- a) provide the customer with the right to use the service or
 - b) design the service without infringing rights or
 - c) take back the service with reimbursement of the remuneration paid by the customer (less reasonable compensation for use) if the provider cannot achieve any other remedy with reasonable effort.

The interests of the customer are taken into account appropriately.

- 5.4 Claims of the customer due to defects of title shall become time-barred in accordance with Section 4.2. Section 6 shall apply additionally to claims for damages and reimbursement of expenses of the customer; Section 4.3 shall apply accordingly to additional expenses of the provider.

6. General liability of the provider

- 6.1 The provider is always liable to the customer
- a) for damages caused intentionally or through gross negligence by him or his legal representatives or vicarious agents.
 - b) under the Product Liability Act and
 - c) for damages resulting from injury to life, limb or health for which the provider, its legal representatives or vicarious agents are responsible.
- 6.2 The provider shall not be liable for slight negligence, unless it has breached an essential contractual obligation, the fulfillment of which is essential for the proper execution of the contract or the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the customer may regularly rely.

This liability is limited to the foreseeable damage typical for this type of contract in the case of property damage and financial loss. This also applies to loss of profit and loss of savings. Liability for other remote consequential damage is excluded.

For a single case of damage, liability is limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year. Clause 4 applies accordingly to the limitation period. The contracting parties may agree in writing on further liability upon conclusion of the contract, usually for a separate fee. An individually agreed liability sum shall take precedence. Liability in accordance with section 6.1 remains unaffected by this paragraph.

In addition and with priority, the liability of the Provider for slight negligence arising from the respective contract and its performance for damages and reimbursement of expenses shall be limited in total to the percentage of the remuneration agreed in this contract at the time of conclusion of the contract, irrespective of the legal grounds. Liability pursuant to Section 6.1 b) shall remain unaffected by this paragraph.

- 6.3 The provider shall only be liable for damages under a guarantee if this has been expressly assumed in the guarantee. In the event of slight negligence, this liability is subject to the limitations set out in section 6.2.
- 6.4 If it is necessary to restore data or components (e.g. hardware, software), the Provider shall only be liable for the expenditure required for the restoration in the event of proper data backup and failure precautions by the Customer. In the event of slight negligence on the part of the Provider, this liability shall only apply if the Customer has carried out data backups and failure precautions appropriate to the type of data and components prior to the incident. This shall not apply if this has been agreed as a service of the Provider.
- 6.5 Sections 6.1 to 6.4 apply accordingly to claims for reimbursement of expenses and other liability claims of the customer against the provider. Sections 3.3 and 3.4 remain unaffected.

7. Data protection

The customer shall conclude agreements with the provider that are necessary under data protection law for the handling of personal data.

8. Miscellaneous

8.1 The customer shall be responsible for complying with the import and export regulations applicable to the deliveries or services, in particular those of the USA. In the case of cross-border deliveries or services, the customer shall bear any customs duties, fees and other charges incurred. The customer shall handle legal or official procedures in connection with cross-border deliveries or services on its own responsibility, unless expressly agreed otherwise.

8.2 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

8.3 The provider provides its services on the basis of its General Terms and Conditions (GTC). The customer's GTC shall not apply, even if the provider has not expressly objected to them

Acceptance of the services by the customer shall be deemed as acceptance of the provider's GTC, waiving the customer's GTC.

Other terms and conditions are only binding if the provider has recognized them in writing; the provider's GTC then apply in addition.

8.4 Amendments and supplements to this contract shall only be agreed in writing. Insofar as written form is agreed (e.g. for terminations, withdrawal), text form is not sufficient.

8.5 The place of jurisdiction for a merchant, a legal entity under public law or a special fund under public law is the registered office of the provider. The provider may also sue the customer at the customer's registered office.

Important note: This is a translation of the original German document. Only that original is legally binding. No legal claims or titles result from this English translation.

History

Version	Date	Description
1.0	19.07.2024	Initial version