General Terms and Conditions of leakshield GmbH

1 Scope

1.1 These General Terms and Conditions ("**T&Cs**") of leakshield GmbH, Seelower Straße 5, 10439 Berlin, registered in the Commercial Register of the Local Court of Charlottenburg under HRB 251105 B, ("**leakshield**") apply to the use of leakshield services and products ("**Services**") by leakshield's contractual partners ("**Customers**").

1.2 leakshield provides its services exclusively to customers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

1.3 Deviating, conflicting, or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that leakshield expressly agrees to their validity in text form.

1.4 **This English version is provided for convenience only. The German version of these T&Cs, available at http://leakshield.io/agb, shall be binding and shall prevail in case of any discrepancies.**

2 Contract Formation

leakshield submits an Offer for the Services to the Customer, to which these T&Cs are attached. The contract is concluded upon receipt of the Offer signed by the Customer (electronic signature using recognized digital signature software, e.g., Docusign, is sufficient), a confirmation in text form, or payment details entered by the Customer for the purpose of paying the renumeration owed, by leakshield.

3 Subject Matter of the Contract

3.1 leakshield checks the social networks and formats/content specified in the **Offer** for use of photos, videos, and other copyrighted or otherwise protected materials of the Customer ("**Customer Content**") listed in the **Offer**. Customer Content on official Customer accounts is excluded from this review.

3.2 The parties agree on the review quota specified in the **Offer** ("**Review Quota**"). Under this contract, a review is the examination of content with potential Customer Content by leakshield.

3.3 The Customer may at any time request leakshield to review additional Customer Content or exchange Customer Content to be reviewed within the Review Quota. If the Customer wishes to add Customer Content and/or

increase the available Review Quota, leakshield will submit an Offer to the Customer in text form.

3.4 During the review, leakshield categorizes found Customer Content according to the categorization guidelines provided by the Customer as an appendix to the Offer or otherwise transmitted to leakshield, or according to guidelines introduced by leakshield and adopted by the Customer, and initiates the actions specified therein (e.g., removal requests, notification to the Customer, etc.). The parties may update the categorization guidelines in text form at any time. In this respect, appendices to the Offer or otherwise transmitted guidelines with subsequent changes are considered binding.

3.5 If the categorization of the reviewed content indicates that leakshield should send the found Customer Content to the Customer for review, leakshield will comply within 7 days of discovering this content.

3.6 If the categorization of the reviewed content indicates that leakshield should initiate a request for content removal, or if the Customer explicitly instructs leakshield to submit a deletion request for specific content, leakshield will manage the case and communication with the social network on behalf of the Customer. leakshield only owes the aforementioned actions. The Customer understands that leakshield has no influence on the decision whether content is deleted or not and therefore does not guarantee such success.

3.7 leakshield explicitly does not undertake any legal review of the categorization guidelines provided by the Customer or the requests handled on behalf of the Customer. The Customer is solely responsible for actions based on the categorization guidelines and requests handled on the Customer's behalf.

4 Obligations of leakshield

4.1 leakshield stores all Customer Content found within the Review Quota on behalf of the Customer and regularly reports these findings, along with actions taken according to the Customer's categorization guidelines, to the Customer.

4.2 leakshield is obligated to regularly train its personnel adequately in the review process and to discuss the categories defined by the Customer with the reviewing employees.

5 Term, Termination, and Cancellation

5.1 This agreement has the term specified in the **Offer** ("**Initial Term**"). After expiry of the Initial Term, the agreement automatically extends for the duration specified in the **Offer** ("**Extension Period**") unless the Customer

terminates this contract with 4 weeks' notice to the end of the Initial Term or to the end of an Extension Period.

5.2 The right to terminate for good cause remains unaffected.

5.3 Termination must be in text form.

6 Remuneration and Payment

6.1 As consideration for the services provided, the Customer shall pay the remuneration agreed upon in the **Offer**.

6.2 All prices are exclusive of any applicable value-added tax.

6.3 All invoices must be paid within fourteen (14) days of receipt to the account specified by leakshield to the Customer, unless otherwise agreed in the **Offer**.

6.4 leakshield may increase prices for an Extension Period by up to 3%. Such an increase will be announced to the Customer no later than 6 weeks before the end of the respective Extension Period. In this case, the Customer has the right to terminate the agreement at the end of the Extension Period, which the Customer can exercise with one week's notice before the end of the Extension Period.

7 Customer's Cooperation Obligations

7.1 The Customer shall ensure that all necessary cooperation actions on their part are performed in a timely and complete manner, free of charge for leakshield. In particular, the Customer shall provide leakshield with all data and information necessary for the provision of the service.

7.2 For the duration of this contract, the Customer grants leakshield a simple, non-transferable, and non-sublicensable right to process, store, use for review, and utilize the Customer Content for all other purposes of providing the service and any additional services under this contract.

7.3 The Customer's cooperation according to this provision is a prerequisite for the contractual provision of the service. If the Customer fails to provide this cooperation, any resulting delays shall be at their expense.

8 Reference

8.1 The Customer hereby grants leakshield permission to disclose the cooperation between leakshield and the Customer for marketing purposes and to use the Customer's name and company logo in this context. leakshield shall use the company name and logo exclusively with clear identification as a reference.

8.2 This consent can be revoked by the Customer at any time without stating reasons by declaration in text form (e.g., via email to tomasz.niemiec@leakshield.io) in whole or in part.

9 Confidentiality

9.1 Within the scope of this agreement, the term "**Confidential Information**" refers to all trade secrets and all other information that the parties disclose and that is clearly marked as "confidential" at the time of disclosure, as well as information that is obviously confidential by its nature.

9.2 The parties commit to:

(a) treat the Confidential Information of the other party strictly confidentially and use it only for the contractual purpose arising from this agreement,

(b) not pass on or disclose Confidential Information of the other party to third parties and not grant third parties access to Confidential Information,

(c) protect the Confidential Information of the other party through appropriate confidentiality measures against unauthorized access by third parties and comply with statutory and contractual data protection regulations when processing Confidential Information.

9.3 The obligations listed in Section 9.2 do not apply to Confidential Information that:

(a) was generally known or publicly accessible before communication or transfer, or becomes generally known or publicly accessible at a later time without breach of a confidentiality obligation;

(b) was already known to the receiving party before disclosure by the disclosing party and for which it can be proven that no confidentiality obligations were violated;

(c) is handed over or made accessible to a party by an authorized third party without violation of confidentiality obligations;

(d) must be disclosed due to mandatory legal provisions or a court decision and/or a decision by an authority.

9.4 The parties shall ensure through appropriate contractual arrangements that their employees and contractors also refrain from any individual use or disclosure of the other party's Confidential Information at all times. The parties shall only disclose Confidential Information to employees or contractors to the extent these employees or contractors need to know the information for the fulfillment of this contract.

9.5   The obligations under this Section 9 shall continue for a period of two (2) years after termination of the contractual relationship. The statutory provisions regarding the protection of trade secrets remain unaffected.

10   Liability

10.1   leakshield shall be liable according to statutory provisions in cases of intent or gross negligence by leakshield or its agents; the same applies to breaches of cardinal obligations. Cardinal obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Customer may regularly rely. If the breach of contract is not intentional, leakshield's liability is limited to typically foreseeable damage.

10.2   leakshield's liability for culpable damage to life, body, or health remains unaffected.

10.3   Any liability not expressly provided for above is excluded.

10.4   Claims by the Customer for breach of duty not consisting of a defect shall become time-barred within one year from the statutory beginning of the limitation period, except in cases of intent or gross negligence. This does not apply if the damage in question involves personal injury. Claims for personal injury shall become time-barred within the statutory limitation period.

10.5   The Customer shall indemnify leakshield against all third-party claims based on removal requests made according to the Customer's categorization guidelines or initiated by the Customer, as well as claims based on Customer Content. This does not apply to claims based on intentional or grossly negligent behavior by leakshield or its legal representatives or agents.

11   Data Protection

11.1   leakshield will store Customer Content according to Section 4.1, which may contain personal data, on behalf of the Customer until the Customer requests deletion of this content.

12   Final Provisions

12.1   The Customer shall only have rights of set-off, reduction, and/or retention against leakshield if their counterclaim has been legally established, is undisputed, or has been acknowledged by leakshield. Furthermore, they are only entitled to exercise a right of retention if their counterclaim is based on the same contractual relationship.

12.2   All declarations concerning this contractual relationship must be in text form (e.g., email) unless otherwise agreed.

12.3 The place of performance and exclusive jurisdiction for all disputes arising from the contractual relationship, including this contract, is Berlin.

12.4 The law of the Federal Republic of Germany applies.