

Terms and Conditions of IntegrityNext for the Supplier Account

The following Terms and Conditions govern the legal relationship between the User ("User" or "Supplier") and Integrity Next GmbH ("IntegrityNext") for the use of the website and the platform (hereinafter "IntegrityNext Platform"). Only the provisions in normal print are part of the Terms and Conditions; sections in italics and the bold printed headings are for explanatory and illustrative purposes only and have no regulatory content of their own.

The following Terms and Conditions are the basis of every contract you enter into with us for the use of the IntegrityNext Platform. The explanations and headings are provided for better understanding. You will notice that our Terms and Conditions are fair and balanced for you and us. These Terms and Conditions apply when the User uses the services of the Platform as a "Supplier" that has been invited to use the IntegrityNext Platform by a Customer.

How is a contract with IntegrityNext concluded?

A contract for the use of the IntegrityNext Platform between IntegrityNext and the User is concluded when the User creates a user profile ("Supplier Account") and clicks the "Register" button.

Explanation: When you as a Supplier are invited to use the IntegrityNext platform by your business partner, a Customer, you create an account that allows you to fill in the questionnaires, upload the necessary data (e.g. certificates) and manage your profile.

What is the price for the use of the IntegrityNext Platform for Suppliers?

The use of the IntegrityNext Platform with a Supplier Account is free of charge.

Explanation: If you are invited by a business partner to participate on the IntegrityNext Platform as a Supplier and you create a Supplier Account for this purpose, this is free of charge for you.

Can I as a Supplier add other users (e.g. colleagues)?

The User of a Supplier Account may invite an unlimited number of other individuals to use the account free of charge. The Supplier must ensure that each User of the Supplier account uses this Account with individual access data (user name, password).

Explanation: If you want to work as a team on the IntegrityNext Platform, you can add additional people, e.g., to answer the questionnaire. Please note that for security reasons each User needs a separate account.

What is the term of the contract?

The contract with IntegrityNext for the free Supplier Account is concluded for an indefinite term.

Explanation: For suppliers, the IntegrityNext Platform is available permanently and free of charge.

How can I cancel my contract with IntegrityNext?

The Supplier may terminate the Supplier Account at any time by written notice to termination@integritynext.com. The Supplier agrees that the user data will not be deleted upon termination of the Contract; this does not apply to any personal data in the meaning of the General Data Protection Regulation (GDPR). A complete erasure will only take place at the explicit request of the Customer, which may be addressed to termination@integritynext.com.

Explanation: You can cancel the free Supplier Account at any time if you no longer wish to use IntegrityNext's services.

May I as a Supplier try out the IntegrityNext Platform as a Customer for free?

The usage contract may be supplemented by a free, time-limited service ("Free-Trial Account"). By clicking the "Test for free" button which completes the booking process of the Free-Trial Account, the User makes an offer to amend the usage contract subject to the applicable conditions, which may be viewed at <https://www.integritynext.com/pricing>. IntegrityNext accepts this offer by providing the Free-Trial Account. IntegrityNext is not obliged to conclude a contract. After expiration of the time limit, the User's access to the Free-Trial Account ends.

Explanation: IntegrityNext offers the possibility to experience the services of the IntegrityNext Platform for Customers with a Free-Trial Account. This is free of charge and ends automatically after 14 days without the need to cancel.

How does the IntegrityNext Platform work?

The IntegrityNext Platform is an online or SaaS service that enables a natural or legal person or any other entity with legal capacity, in the exercise of their commercial or self-employed professional activity, to determine by answering a questionnaire designed by IntegrityNext in accordance with international standards whether they comply with said international sustainability standards ("**Compliance**"). Furthermore, the Customer can draw conclusions about the Compliance of third parties (Supplier) by inviting them to participate in the IntegrityNext Platform and to answer the questionnaire. In addition, IntegrityNext monitors news reports and other postings from the internet and other networks that allow to draw conclusions about the Supplier's Compliance and subsequently about the Customer's Compliance ("**Critical News**"), (Compliance and Critical News together "**Results**"). IntegrityNext does not verify the accuracy of the information a User enters into the IntegrityNext Platform or the Results based on it. IntegrityNext assumes no responsibility for the accuracy of the information provided by Users of the IntegrityNext Platform or for the Results.

Explanation: If this is too much "legal talk" - IntegrityNext monitors Suppliers for compliance with international sustainability standards by means of social media monitoring and supplier self-assessments.

What do I have to consider when filling out the questionnaire?

The User declares to answer the questionnaire carefully and to the best of his knowledge and assures not to give false information when answering.

Explanation: It is in the User's own interest to answer the questionnaire truthfully. It is not excluded that, for example, a Customer may claim damages from a Supplier who provides false information.

Who can view the data about my company?

The Results are only disclosed to Customers of IntegrityNext who have confirmed via the IntegrityNext Platform that they have a business relationship with the Supplier or intend to enter into such a relationship. The Supplier will be informed by IntegrityNext when a Customer accesses the Results for the first time.

If the Customer is not in a business relationship with the Supplier or does not intend to enter into such a relationship, the Supplier may object the further disclosure of the user data to IntegrityNext.

Third parties can only view the Results if a User proactively shares the link to his own Profile provided by the IntegrityNext Platform with third parties.

Explanation: Only Customers can view the data on their Suppliers. Otherwise, the data will not be shared with third parties, unless a Supplier actively shares the specific link to its own Profile with third parties. This may, for example, be the case if a Supplier wants to advertise its good performance on its own website.

How can I proactively share my Sustainability Profile with other Users?

IntegrityNext creates short reports ("Sustainability Profile") from the current Results. The User has the right to use the current Sustainability Profile outside the IntegrityNext Platform for business purposes and to publish it to third parties. The publication of the Sustainability Profile must be made exclusively in the form and presentation specified by IntegrityNext and may not be altered by the user.

Explanation: The Sustainability Profile can be brought to the attention of your Customers. You may also integrate the Sustainability Profile e.g., on the website of your company.

How can I keep the data regarding my company up to date?

The user data may be edited by the User at any time. Likewise, the questionnaire can be reviewed and re-answered by the User at any time, which may change the Results.

Explanation: If information regarding your company changes, you may update it at any time on the IntegrityNext Platform. You may also update your answers to the questionnaire at any time. This keeps your company's Profile up to date.

Will my data be treated confidentially?

IntegrityNext undertakes to treat all commercial, technical or other company related information that is disclosed or made available to IntegrityNext through the business relationship and that is not intended for publication through the use of the IntegrityNext Platform as confidential, to use it exclusively for the purposes of the business relationship and to pass it on only to employees who are obliged to maintain confidentiality.

Confidentiality applies to all information that the User discloses or makes available to IntegrityNext, which is expressly designated as confidential or which, due to its content, could be identified by a reasonable third party as business secrets ("**Confidential Information**"). The obligation of confidentiality does not apply or no longer applies to information that can be proven to (i) be or become publicly available without IntegrityNext being responsible for this, (ii) already existed at IntegrityNext at the time it was obtained, (iii) was obtained from third parties without breach of a confidentiality obligation, provided that the third party by providing the information does not breach any confidentiality obligation to the knowledge of IntegrityNext, or (iv) has been developed independently by IntegrityNext without recourse to Confidential Information, or (v) the User has consented to the disclosure in text form or due to the functioning of the IntegrityNext Platform. IntegrityNext bears the burden of proof for the existence of any of the above exceptions.

IntegrityNext undertakes not to disclose Confidential Information to third parties or make it available in any other form, unless expressly provided otherwise, or unless this is required due to the use and functioning of the IntegrityNext Platform, and to take all reasonable precautions to avoid access by third parties to Confidential Information.

The User retains ownership and all other rights to the Confidential Information, whether or not it is protectable. At the request of the User, IntegrityNext must return the received Confidential Information as completely as possible, unless it is part of the IntegrityNext Platform. Instead of returning information, IntegrityNext may destroy or delete the Confidential Information. In this case the destruction or deletion must be confirmed in writing upon request. This obligation is excluded with respect to Confidential Information (i) stored in routine backups, (ii) that must be retained by law, regulation, court order, judgment and/or order of a governmental authority, or (iii) copies of Confidential Information retained by IntegrityNext for evidentiary purposes. The confidentiality obligations under this Agreement shall remain unaffected.

Explanation: IntegrityNext will keep confidential any business secrets you may entrust to IntegrityNext when using the IntegrityNext Platform. Therefore, IntegrityNext proactively subjects itself to a confidentiality obligation. Hence, it is not necessary to conclude a separate confidentiality agreement. In particular, no other User of the IntegrityNext Platform will be able to see your network of suppliers on the IntegrityNext-Platform.

Does IntegrityNext make business decisions for me?

The User is solely responsible for his business decisions, including those based on the use of the IntegrityNext Platform or the Results of the User itself or a third party.

Explanation: Of course, we do not dictate at any time how a company should act. It is up to each User to decide whether to base a decision on the IntegrityNext Platform. Since you are free to make your own business decisions, IntegrityNext assumes no liability if these decisions prove to be disadvantageous. Just as IntegrityNext does not participate in any business success you may achieve using the IntegrityNext Platform.

How does IntegrityNext help me to communicate?

In case the User uses the communication tools provided on the IntegrityNext platform, the User is solely responsible for the content of the messages sent via these tools; this also applies to the processing of personal data contained therein. If and to the extent that IntegrityNext provides translations of the messages, these are done automatically with the help of a third-party provider; IntegrityNext shall not be liable for the accuracy of these translations. In order to view the original, untranslated version of the respective message, the recipient of the message must move the cursor over the message.

Explanation: IntegrityNext facilitates communication between Customer and Supplier by providing a communication tool. With this tool, messages are automatically translated so that the recipient can view them in the language of their choice. To ensure that there are no inaccuracies or errors in the translation of the message, we always recommend that you also check the original text of the message.

Is the IntegrityNext Platform always available (24/7)?

IntegrityNext may change, suspend or terminate the Integrity Next Platform if and to the extent that the contractually agreed service is still available to the User. IntegrityNext strives to make the IntegrityNext Platform available to the User as uninterrupted as possible; however, from a technical point of view, a continuous 100% uninterrupted availability of the IntegrityNext Platform cannot be guaranteed. In particular, maintenance, security or capacity issues, as well as events beyond IntegrityNext's control (e.g., disruptions to public communication networks, power failures, etc.) may lead to disruptions or temporary suspension of the IntegrityNext Platform.

Explanation: In 2022 we have achieved an availability rate of 99.995%. As a result, the IntegrityNext Platform was only unavailable for a few minutes throughout 2022, despite multiple updates each month.

What is the liability of IntegrityNext?

IntegrityNext is liable without limitation in cases of intent or gross negligence, for injury to life, limb or health, according to the provisions of the Product Liability Act of the Federal Republic of Germany (Produkthaftungsgesetz) and to the extent of a guarantee given by IntegrityNext. In the case of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of IntegrityNext is limited in amount to the damage that is foreseeable and typical for the type of business in question. A further liability of IntegrityNext does not exist. This limitation of liability also applies to the personal liability of IntegrityNext's employees, representatives, bodies and agents. IntegrityNext shall only be liable for the loss of non-personal data up to the amount that would have been incurred

if the data had been properly and regularly backed up for recovery. Any further liability of IntegrityNext shall be excluded.

Explanation: An exclusion of liability is common in business transactions. We have taken care to find a balanced and fair regulation for the liability of IntegrityNext.

Does IntegrityNext use subcontractors?

IntegrityNext has the right to use subcontractors or vicarious agents at any time to fulfil its contractual obligations towards the User without the User's consent. IntegrityNext shall be liable to the User for the fault of subcontractors as for its own fault.

Explanation: IntegrityNext cannot provide all services (e.g., web hosting) itself. IntegrityNext will - in its own interest - select subcontractors very carefully and monitor their reliability, because after all, IntegrityNext is liable for any fault of the subcontractors towards the User as if it were its own fault.

What happens in case of force majeure?

In cases of force majeure, IntegrityNext is excused from performing contractual obligations for the duration and to the extent of the event. Force majeure is any event beyond IntegrityNext's control that prevents IntegrityNext from performing contractual obligations in whole or in part, including fire damage, floods, strikes and lawful lockouts, as well as operational disruptions or governmental orders that are not the fault of IntegrityNext. Supply difficulties and other service disruptions on the part of IntegrityNext's suppliers are only considered force majeure if the supplier is prevented from providing the service for which he is responsible by an event according to sentence 2. IntegrityNext will immediately notify the User of the occurrence as well as the cessation of the force majeure and will make every effort to remedy the force majeure and limit its effects as far as possible. The right of each party to extraordinarily terminate the contract in the event of prolonged force majeure remains unaffected.

Explanation: In 2022 we had an availability of the IntegrityNext Platform of approximately 99.995%. However, if, for example, an earthquake or fire destroys the IT infrastructure of Amazon Web Services, we will not be able to provide the services. We are therefore released from our service obligations for the duration of force majeure.

What happens if I do not follow the rules of the platform?

IntegrityNext reserves the right to investigate any suspicion of misuse or material breach of contract, to take appropriate measures and, if necessary, to suspend the User's access to the content if there is a justified suspicion and/or to terminate the contractual relationship without notice in the event of particularly serious breaches. The User has to inform IntegrityNext immediately of any indications of misuse of the IntegrityNext Platform.

Explanation: If IntegrityNext detects that a User provides incorrect information or uses the services for anti-competitive purposes, IntegrityNext will immediately suspend that User to protect honest Users and terminate the contractual relationship. If you become aware of any misuse of the IntegrityNext Platform, you must notify us immediately - also in your own interest and in the interest of the other Users.

What rights do I get regarding the software or the platform?

IntegrityNext reserves all intellectual property rights to the IntegrityNext Platform, in particular with regard to the questionnaire, the algorithms intended for the functioning of the IntegrityNext Platform, the methodology, the calculation model, the underlying process, the structure and design of the IntegrityNext Platform, the software used on the IntegrityNext Platform as well as the Results, unless expressly stated otherwise in this Terms and Conditions. IntegrityNext does not grant the Customer any proprietary rights to the software used on the IntegrityNext Platform, in particular to its source code. The Customer is not entitled to copy, edit (including redesigning the software, converting it to other programming languages and for other operating systems), transfer it to other forms of presentation and otherwise change, continue and supplement the software used on the IntegrityNext Platform, distribute it in unchanged or modified form, reproduce it publicly or transfer the rights of use granted under this usage agreement, whether for payment or free of charge. All rights of use and marketing are the exclusive property of IntegrityNext. The Customer is only entitled to decompile and duplicate the software used on the IntegrityNext Platform if this is required by law.

Explanation: As a User, you are granted the right to use the IntegrityNext Platform as a service. We have invested a great deal of development effort in the IntegrityNext Platform, so that our developments remain our intellectual property and we do not transfer this intellectual property based on a license contract.

Why do IntegrityNext's Terms and Conditions apply exclusively?

These Terms and Conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions of the User will only become part of the contract if and to the extent that IntegrityNext has expressly agreed to their validity.

Explanation: IntegrityNext has tailored these Terms and Conditions to the IntegrityNext Platform and found a fair solution for both parties. IntegrityNext does not have the resources to check for each individual Supplier whether his terms and conditions are also suitable for the services of IntegrityNext. Also, a Supplier's terms and conditions may not be tailored to the very specific requirements of the IntegrityNext Platform, so unfortunately, they often contain inappropriate provisions.

Is there anything else (final provisions)?

The User is only entitled to a right of set-off if his counterclaims are legally binding or undisputed by IntegrityNext. The law of the Federal Republic of Germany applies exclusively, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive venue for all disputes arising in connection with the IntegrityNext Platform and these Terms and Conditions shall be the courts in Munich, Bavaria, Germany. The Terms and Conditions in German language are exclusively applicable. Translations of these Terms and Conditions are for illustration purposes only. Should single provisions of these Terms and Conditions be or become invalid or void in whole or in part, this shall not affect the validity of the rest of the Terms and Conditions in whole. The Parties undertake to replace the invalid or void provision by a valid provision which comes closest to the intended economic purpose. The same applies in the event of a regulatory gap in these Terms and Conditions. Changes and amendments to these Terms and Conditions must be made in writing. This also applies to the amendment or cancellation of this clause.

Explanation: We are pleased that you use or wish to use the IntegrityNext Platform. The venue for disputes is Munich, Germany. Should you ever be dissatisfied with our services or have suggestions for improvement, please feel free to contact us at any time. A high level of User satisfaction is a matter of the heart for the entire IntegrityNext team, including management and founders!

Herzlichen Dank für Ihr Vertrauen und die Nutzung von IntegrityNext!

*Martin Berr-Sorokin
(CEO IntegrityNext)*