

Terms and Conditions of Virtwo GmbH for Clients

Our General Terms and Conditions (GTC) are considered agreed upon when utilizing the services of Virtwo GmbH. They particularly contain your rights and obligations as our client and the most important data protection provisions.

§ 1 Scope

1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts for the provision of services, particularly consulting, project management, coaching, or interim management services between:

Virtwo GmbH
Zum Steinwingert 14
55435 Gau-Algesheim
(hereinafter referred to as "User," "we," or "us")
and you
(hereinafter referred to as "Partner," "your," or "you").

2. These GTC are aimed at businesses/entrepreneurs (§ 14 BGB) - ("Partner") and not at consumers (§ 13 BGB) or end consumers within the meaning of the PAngV. Our service offering is exclusively aimed at entrepreneurs. Contracts are concluded exclusively with entrepreneurs. Contracts with consumers are not concluded.

- "Consumers" are defined as natural persons who enter into a contract with us for purposes that predominantly are outside their trade, business, or profession.
- "Entrepreneurs" are defined as natural persons or entities concluding a contract for a legal entity or a partnership capable of holding rights and bearing duties that act in their trade, business, or profession when concluding the contract with us.

3. These GTC apply across all our platforms. "Platforms" include all our sales and operational channels and services, particularly our premises such as local offices or office spaces; all our physical or electronic documents like emails, order documents, or informational materials; all our sales areas such as stands or retail stores as well as our websites or apps and our profiles on websites or apps of our partners.

The version of the GTC valid at the time of contract conclusion is decisive. Deviating GTCs are not accepted, even if we do not explicitly object to their inclusion. Exceptions may apply if specified otherwise in these GTC in individual cases. If legal texts or documents translated into languages other than German exist, the German legal texts or documents are legally binding and applicable - the translated texts or documents serve solely for better understanding.

4. All agreements made between you and us in connection with a service are contained particularly in an order or commissioning, the associated attachments, our confirmation, our acceptance, and supplementary, if not regulated there, these GTC. These GTC also apply to future orders or commissions you place during or after the contract term unless other GTCs are included at that time.

5. These GTC also apply to other contracts concluded between you and us, provided no specific GTCs related to the other type of contract exist and clauses of these GTCs can be applied content-wise.

§ 2 Scope of Services

We provide consulting, project management, coaching, or interim management services. The specific scope of our services is determined on a case-by-case basis by:

- Your order or commission, regardless of the platform you place it on, particularly in the case of an online order (e.g., the service description within the ordering or commissioning process on the website or app) or in written form (e.g., the order or commissioning documents with attachments, regardless of whether in paper form or electronically by email).

Services are billed according to the respective daily rates agreed upon in the service offer (one day equals eight hours) plus travel costs and expenses unless otherwise agreed upon in individual cases.

If the necessity of additional or supplementary activities arises, we will inform you. In this case, the contract is expanded by you also by requesting or accepting the additional or supplementary activity.

§ 3 Fees and Execution

We receive compensation for our services according to:

- Your order or commission according to the section on the scope of services.

Time and cost estimates for the execution of an order are non-binding estimates. Deviations from the estimate cannot be excluded as the required time effort may depend on factors beyond our control. If the time or cost estimate is exceeded due to circumstances you are responsible for (e.g., insufficient cooperation), the resulting additional effort is to be compensated according to the agreed daily rates.

We undertake to perform the contractually owed services carefully and conscientiously. We do not owe the achievement of a performance success. The provision of legal or tax advisory activities is excluded from the contract content.

The partner decides solely on the type, scope, and timing of the implementation of the measures recommended or agreed upon by the user. This applies even if the partner is accompanied by the user in the implementation of agreed planning or measures.

We are entitled to involve third parties, particularly as subcontractors, in the provision of the service.

If you engage additional service providers (third-party service providers), they are considered your vicarious agents. You are responsible as the client for the proper coordination and monitoring of the activities and areas of responsibility of the third-party service providers and will independently take the necessary management and control measures.

In case of cancellation of agreed service contents by you, you pay 100% of the agreed fee as a cancellation fee for cancellations with less than 10 working days' notice before the execution date, provided we cannot otherwise economically utilize the time freed up by the cancellation. The same applies to short-term postponements by you. Cancellations or postponements must always be made in writing by email, fax, or letter.

For assignments that take place on weekdays (Monday - Friday) between 8:00 PM - 6:00 AM (CET/CEST), the booked and billable efforts are multiplied by a factor of 1.5. On Saturdays, Sundays, and holidays, they are multiplied by a factor of 2. Activities requested by you outside regular working hours must be requested and confirmed by you before the assignment.

A fixed-price billing of services is possible if the service to be provided constitutes a deliverable that can be accepted by you. If a service is provided at a fixed price, we are not obliged to estimate or document the efforts. Unless otherwise agreed in individual cases, travel costs and expenses are included in the fixed price.

Project costs may increase due to general expenses for bank fees, office supplies, or communication. These will not exceed 2% of the fee volume without consultation with you.

If a service is contractually provided using "Artificial Intelligence" or AI tools like Open-AI GPT-3 or Open-AI GPT-4, no liability is assumed for the accuracy and completeness of the results achieved or potential legal violations through the use of such tools - especially for the protection of third-party rights like data protection, copyright, or trademark rights. The provision of corresponding services is exclusively performed by the AI tool and is neither checked by us during the process nor in the result. The legal and content review is your responsibility.

If a service is contractually provided free of charge, no liability is assumed for the accuracy and completeness of the results achieved. The content review is your responsibility.

§ 4 Contract Conclusion

1. When we present our services on our platforms and the platforms of third parties (particularly the Android and Apple App Stores), we do not make a binding offer to conclude a contract. The presentation is a non-binding offer. A contract is concluded exclusively with businesses/entrepreneurs (§ 14 BGB) and not with consumers (§ 13 BGB) or end consumers within the meaning of the PAngV.

2. Our offers and cost estimates are non-binding. Cost estimate and offer errors can be corrected before acceptance of the order.

3. You can place a binding order or commission in any way our platforms offer, particularly as follows:

- By sending us completed order documents via any common communication channel like email, mail, fax, or our social media profiles.
- By handing over completed order documents to us - for example, in our premises, at your premises, at trade fairs, information or promotional events, or on any other occasion.
- By clicking an order or commissioning button on our platforms, particularly on our websites and apps, as well as our profiles on websites and apps of third parties.

By placing an order or commission, you also agree to these GTC and the data processing according to our Privacy Policy. When you download the app from third-party platforms (e.g., Apple App Store, Google Play, or Amazon Appstore), the contractual terms, GTC, and privacy policies of the respective third-party provider apply insofar as there are content overlaps - particularly concerning payment terms, the right of withdrawal, terms of the user account and registration, privacy policies, the End User License Agreement (EULA) for Licensed Applications, or the availability of services.

4. You are bound by the order or commission for two weeks after placing the order or commission.

5. We can confirm receipt of the placed order or commission by:

- Email to the email address you provided or
- With a confirmation letter by mail or by handing over the confirmation.

In the confirmation, there is no binding acceptance of the order or commission unless it also states the acceptance along with the confirmation of receipt.

6. We usually confirm the order or commission ourselves. However, a third party may also issue a confirmation on our behalf if you ordered or commissioned our service on third-party platforms - particularly on a website or app of a third party where we maintain a profile.

7. A contract between you and us is only concluded when we:

- Explicitly accept the order or commission,
- Begin the provision of services,
- Issue an invoice,

- Provide the service - in whole or in part, or
- Set up an account on our platforms - whether by registration, taking over your data from a third party, or in another way.
- Acceptance may occur simultaneously with the confirmation.

8. If, after the order confirmation, acceptance declaration, or invoice issuance, we become aware of a significant deterioration in your financial circumstances or an unfavorable report about your economic behavior and/or payment behavior and/or other circumstances suggesting that our payment claim might be jeopardized due to lack of performance ability, we are entitled to refuse performance until payment is fully made or you provide sufficient security. If payment is not made within the deadline or no security is provided, we have an immediate right of withdrawal. Our further claims and rights remain unaffected.

9. If there are multiple contracting parties or if the contracting party is a partnership, they or the partners of the partnership are jointly and severally liable for our claims. We are entitled to rely on the instructions and information of a single contracting party or partner of a partnership in the contract execution, without needing to consult the other contracting parties or partners of a partnership, unless a written objection is made. An objection entitles us to terminate the contract based on and with the consequences of a lack of cooperation.

§ 5 Prices, Payment, Default, Payment Terms, Offsetting, Retention Right, Hourly Rate

1. The prices stated by us are - unless otherwise presented or agreed in individual cases - net prices excluding VAT.

2. Our remuneration is - unless otherwise agreed between you and us - due after the conclusion of the contract and before the respective service provision. It must be paid within two weeks after sending our invoice (invoice date). If payment is not made, default occurs. In the event of default, we are entitled to claim default interest and further damages according to the statutory provisions. The default interest rate for entrepreneurs is 9 percentage points above the base interest rate per year according to § 288 BGB.

3. We enable you to use various payment services and methods. You can use any payment method provided by us for payment, particularly:

- Transfer to an account specified by us,
- Grant us a direct debit authorization or SEPA direct debit mandate,
- Pay us by EC/Maestro or credit card,
- Pay us via a third-party platform (e.g., Apple App Store, Google Play, or Amazon Appstore) or
- Pay us via a payment service provider specified by us (e.g., PayPal),

provided we offer a corresponding payment option. We reserve the right to exclude or supplement payment options individually or generally.

4. You use the payment service of a payment service provider by clicking the button of the payment service provider during the order process of services. You will be redirected to the respective page of the payment service provider. You use the payment service of a third-party platform like Apple App Store, Google Play, or Amazon Appstore by downloading our app through it. We only provide access to the page of the respective payment service provider or platform and are not a contracting party. It is usually necessary to enter into a contractual relationship with the respective payment service provider to use their payment services. The respective terms and conditions and privacy policies apply.

5. In the case of granted direct debit authorization or SEPA direct debit mandate or payment by EC/Maestro or credit card, we will initiate the debit of your account at the earliest on the due date. A granted direct debit authorization is valid until revoked, including for further orders.

6. You are not entitled to offset our claims unless your counterclaims are legally established or undisputed, as well as when you make claims for defects or counterclaims from the same contractual relationship.

7. You may only exercise a right of retention if your counterclaim arises from the same contractual relationship and is legally established or undisputed.

8. If payment for one of our claims from one or more contracts is not made on time, we are entitled to engage a collection agency (e.g., Creditreform) for the further collection of the due claim. By signing the contract, you consent to us transmitting the data and information required for the collection of the claim to the collection agency (e.g., Creditreform) and to the collection agency (e.g., Creditreform) being authorized to store and process the data. In particular, the name and address, contract date, invoice number, invoice amount, and due date will be transmitted.

9. Fees (any offices, authorities, etc.), fees, or other payment claims of others resulting from the provision of services - particularly public creditors are not included in the price and are to be paid by you separately and to the respective bodies or persons.

10. The hourly rate is billed in 15-minute increments (0.25 hours). For each started 15 minutes, one-tenth of the hourly rate is charged. For lump-sum hourly packages or time contingents for the total service or specific service sections, unused hours expire after completion of the total service or service section. In particular, there is no entitlement to carry over the hours to another total service or their payment after payment has been made.

11. If the app was downloaded from third-party platforms, the terms and conditions and privacy policies of the respective third party may apply insofar as there are content overlaps.

§ 6 Duration and Termination

1. The contract period begins - unless otherwise agreed electronically or in writing - with the sending of the order or commissioning confirmation by the user to the partner.
2. The concluded contract runs - unless otherwise agreed electronically or in writing - indefinitely.
3. In the event of a minimum contract period, the contract is extended after the minimum contract period continuously:
 - For a minimum contract period of 13 to 24 months by 12 months,
 - For a minimum contract period of up to 12 months by the respective agreed contract period,if not terminated in advance with a notice period of one to the respective end of the term by either party.
4. If we terminate for good cause, you are obliged to reimburse us for the costs and fees incurred up to the time of termination. The services rendered by us up to that point are to be billed proportionately as far as possible; otherwise, a complete billing is carried out.
5. Termination can be made by letter or email.

§ 7 Performance Period and Force Majeure

1. We are - unless otherwise agreed in individual cases - not bound to deadlines and dates in the execution of the service. Performance dates require written form. Performance periods - if agreed - begin only after contract conclusion and earliest after clarification of all order-relevant questions and details about the contract execution, receipt of all documents required for the execution, the agreed payments, and the fulfillment of the partner's cooperation obligations. The defense of unfulfilled contract remains reserved. The performance period is observed if the service is provided for acceptance or alternatively completed or the readiness for performance is reported. The service is subject to the correct and timely receipt of services from subcontractors agreed upon at contract conclusion. This applies only if the non-receipt is not our fault, particularly in the case of a congruent covering transaction with our subcontractor. You will be informed immediately about the non- or late performance by the subcontractor. The counter-performance will be refunded immediately. If the performance or acceptance of the service or alternative completion is delayed for reasons you are responsible for, you will be charged for the costs incurred due to the delay.
 2. If we are prevented from performing due to unforeseeable, extraordinary events beyond our control, which we could not avert despite reasonable care given the circumstances of the individual case - regardless of whether at the user or the partner - (e.g., operational disruptions, delays in the delivery of essential raw and auxiliary materials or contract performance of subcontractors, official interventions, labor
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disputes, lockouts, operational disruptions of any kind in our operations and third-party operations, lack of goods or similar beyond our control and not our fault), the performance time, if any, is extended to make reasonable fulfillment of the performance obligation possible. If performance becomes impossible, we are released from the performance obligation without you having a right to withdraw or claim damages. If such obstacles occur on your part, the same legal consequences apply to your acceptance obligation. The contractual partners will inform each other immediately of corresponding obstacles.

§ 8 Complaints, Examination, and Notification of Defects

1. If we are liable for achieving a specific success (contractual obligation), the following applies: You will check and test the delivered service according to the agreed procedure; we may also independently provide checkable partial services. A total acceptance takes place only if no partial acceptances have been made. You ensure that our services are not used productively before the conclusion of tests and acceptance unless otherwise agreed between us. If the services or partial services meet the agreed requirements or only have insignificant deviations, you immediately declare acceptance in writing. Insignificant are particularly deviations that only marginally impair functionality. If you do not declare acceptance within one month after delivery of a service or have not notified us of significant defects within this period, our services or partial services are deemed accepted.

2. Acceptance can also be implied, particularly through productive use of the service, unreserved payment, or retrieval of further services based on the service or service result.

§ 9 Warranty

1. If we are liable for achieving a specific success (contractual obligation), the following applies: Technical data in the offer or contract are, in doubt, quality descriptions and not subject to a guarantee or assurance.

2. The examination and notification obligation according to § 377 HGB applies, particularly regarding approval according to § 377 para. 2 and para. 3 HGB. Warranty claims of the customer expire one year after delivery or acceptance, as far as acceptance is legally provided.

3. Warranty claims of the customer are excluded:

- If you have made changes to our services without prior consent,
- If you have not followed instructions or hints or have treated the services improperly,

- Or if assumptions from the individual contract are not adhered to unless you prove that the defects are not due to these or that the warranty work is not or only insignificantly impeded.

4. You report defects, if possible, in writing and describe the circumstances of their occurrence and their effects. You support us to a reasonable extent in

identifying and eliminating errors and allow access to documents from which further information can be obtained.

5. If there is a defect, we may, at our discretion, rectify the defect or provide a new delivery (subsequent performance). Your further claims remain unaffected.

§ 10 Transfer, Copyright, and Usage Rights

1. Our documents, such as presentations, preliminary work, concepts, white papers, or corresponding copies, received by you during contract execution, may only be passed on, published, or presented to third parties with our written consent. No liability is assumed for their completeness or correctness. Recipients are not included in the protection scope of a contract between you and us. This also applies if a third party has wholly or partially covered the remuneration for our work.

2. After full payment, the client is entitled to use the results of the contractual service for the intended purpose without local, personal, or quantitative restrictions. For this purpose, the contractor grants the client the irrevocable, worldwide, unlimited, and non-exclusive usage right. The transferred rights are not subject to disposal restrictions. Before full payment, all rights, especially the aforementioned usage right, remain with us.

§ 11 Confidentiality Obligation

1. The contracting parties undertake to treat all information made accessible to them within the framework of the contractual relationship and obtained during the collaboration about the affairs of the other party that are marked as confidential; are verbally designated as confidential; or are recognizable as confidential from the perspective of an objective observer; as well as business and trade secrets, particularly but not exclusively information, data, ideas, concepts, and business models, confidentially. The user and the partner are prohibited from exploiting confidential information for purposes other than fulfilling the assigned task without written consent from the other party, making it accessible to third parties, or otherwise using it.

2. Both parties undertake to impose the confidentiality obligation on all employees and/or third parties (freelancers, etc.) who have access to the aforementioned business

transactions, unless they are subject to a confidentiality obligation due to their profession (e.g., lawyers, doctors).

3. The confidentiality obligation does not apply to information:

- Already known to the other party at the time of commissioning,
- Published at the time of disclosure by the disclosing party without being due to a violation of confidentiality by the other party,
- Explicitly released in writing by the other party for disclosure,
- Lawfully obtained from other sources without confidentiality restrictions by the other party, provided that the disclosure and use of this confidential information neither violate contractual agreements nor legal regulations or official orders,
- Developed by the other party without access to the partner's confidential information,
- Disclosed due to legal information, notification, and/or publication obligations or official order. As far as permissible, the obligated party will inform the other party as early as possible and support them as best as possible against the disclosure obligation.

4. The confidentiality obligation continues for five years after the termination of the contractual relationship. Concerning recipe information, the confidentiality obligation applies indefinitely, even after the end of the contractual relationship.

5. The contracting parties agree and are informed that all their order-related data will be stored electronically by the party for fulfilling the respective contract.

§ 12 Cooperation Obligation

1. You will promote us in providing our contractual services through appropriate cooperation actions. You will, for example, provide us with the necessary information, data, circumstances, conditions; make available documents, materials, items, or access for performance; immediately give us instructions and approvals and name a competent contact person who will not be replaced. We assume that the information you provide or the documents you make available are complete and accurate. We are not obliged to verify the correctness, completeness, or compliance or to conduct our own research. This also applies if, as part of the assigned order, we are to conduct plausibility checks that are solely based on the information, data, or documents provided by you and do not involve their verification.

2. If you are not authorized to provide or make available information or access under para. 1, this also constitutes a lack of cooperation. You assure your authorization for the respective actions. You will indemnify us on first demand from any claims of third parties who may proceed against us due to your lack of authorization and compensate us for any damage caused by the claim by the third party, including any court and attorney fees incurred for legal defense.

3. A lack of, incomplete, damage-causing, or law-violating cooperation - for example, by providing incomplete, incorrect, or not lawfully usable information, data, materials, or documents - entitles us to terminate the contract in the case of a contract with an entrepreneur without affecting the agreed remuneration.

4. If we suffer damage due to defective cooperation, a claim for damages exists. You indemnify us from all third-party claims asserted by third parties in connection with at least grossly negligent defective cooperation actions conducted by you.

§ 13 Loyalty

You and we commit to mutual loyalty. Particularly, the poaching of employees involved in the order execution before the end of two years after the termination of the collaboration is to be avoided.

§ 14 Communication

1. To ensure quick and easy communication, communication is generally conducted via email and telephone. You consent to receiving information via email, your account on our platforms, by post, or otherwise.

2. The transmission and communication are at your risk. We are not responsible for disruptions in the internet line networks, server and software issues of third parties, or problems of a postal or delivery service provider and do not assume liability.

§ 15 Data Protection and Data Security

1. We collect personal data from you and possibly other data provided by you or obtained by us during contract fulfillment to fulfill the contract and pre-contractual obligations. Data collection and processing are necessary for contract fulfillment and based on Article 6 para. 1 b) GDPR. We process them according to GDPR obligations. According to § 5 para. 1 GDPR, personal data must essentially:

- Be processed lawfully, fairly, and in a transparent manner in relation to the data subject (“lawfulness, fairness, transparency”);
- Be collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes (“purpose limitation”);
- Be adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed (“data minimization”);
- Be accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the

purposes for which they are processed, are erased or rectified without delay (“accuracy”);

- Be kept in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed (“storage limitation”);
- Be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage using appropriate technical or organizational measures (“integrity and confidentiality”).

2. Data are not generally transmitted to third parties unless an obligation exists or data transmission is necessary for contract fulfillment or compliance with a legal deadline, e.g., if the data transfer is necessary to conduct a necessary query by a third-party provider for contract fulfillment, your data are forwarded to a payment provider, or freelancers are involved to fulfill a performance obligation towards you. In these cases, service providers often have a contract with you, so they act on their own responsibility.

3. Once data are no longer required for processing purposes and if no statutory retention obligation exists, they will be deleted by us. We retain your data during the initiation of our contractual relationship and its execution. It may also be necessary to retain data after the termination of our contractual relationship. For example, invoice data (billing documents) must be retained for ten years according to § 147 of the German Tax Code. As long as a service provider executing for us also has a contract with us to perform your service, we remain obliged to keep the data according to the agreed retention periods.

4. You have the right to information, data transfer, deletion, correction, restriction, or blocking of your personal data. In particular, you are entitled to free information about all personal data. Your request can be directed to us. Moreover, appropriate administrative or judicial remedies or the authority of a supervisory body are available.

5. If the app was downloaded from third-party platforms, the terms and conditions and privacy policies of the respective third party may apply insofar as there are content overlaps.

§ 16 Feedback on the Contractor's Services

To continuously improve services and adapt them to the client's needs, the contractor asks the client for feedback on satisfaction after the completion of the offered services.

§ 17 Liability and Indemnification

1. The user is liable to the partner in all cases of contractual and non-contractual liability for intent and gross negligence according to the statutory provisions for damages or compensation for futile expenses.
2. In other cases - unless otherwise stipulated in para. 3 - the user is only liable for the breach of a contractual obligation whose fulfillment enables the proper execution of the contract in the first place and on whose compliance you as the contracting partner regularly rely (so-called cardinal obligation), limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded, subject to the provision in para. 3.
3. The user's liability for damages arising from injury to life, body, or health and according to the Product Liability Act remains unaffected by the above limitations and exclusions of liability.
4. The partner indemnifies the user from any third-party claims that are asserted against us and/or our agents due to possible culpable violations of the partner's duties - particularly from these GTC. The partner compensates the user for any damage caused by the third-party claim, including any court and attorney fees incurred for legal defense. Otherwise, the statutory provisions apply.

§ 18 Place of Performance, Applicable Law, Contract Language and Jurisdiction

1. For all services from the contract, Mainz is agreed as the place of performance.
2. The law of the Federal Republic of Germany applies, excluding the UN Sales Convention. If the partner is a merchant and has its headquarters in Germany at the time of commissioning, the exclusive place of jurisdiction is the user's headquarters in Schwetzingen. Otherwise, the applicable statutory provisions apply for local and international jurisdiction.
3. The contract language is German unless otherwise agreed in writing. Any translated legal texts or documents serve solely for better understanding. In particular, concerning a contract agreement, these GTC, the privacy policy, or any other legal texts or documents, the German versions are legally binding; this applies especially in case of deviations or interpretive differences between such legal texts or documents.

§ 19 Final Provisions

1. Amendments and additions to these GTC are made in writing, and we reserve the right to do so. Changes require that you are not unreasonably disadvantaged, no breach of good faith occurs, and you do not object to the change. In the event of a change, notification is made via one of the communication channels - particularly by email - 2 months before their effectiveness. The change becomes effective if you do not object within this period - thereafter, the amended GTC become valid.

2. We reserve the right to assign this contract to another company. It becomes valid 1 month after sending an assignment notification via one of our communication channels - particularly by email - to you. In case of an assignment, you have a right of termination, which is valid 1 month after receipt of the assignment notification. All rights granted to us are simultaneously granted to our legal successors.

3. If individual provisions of these GTC are invalid, the validity of the remaining provisions is not affected. The invalid provision is replaced by a valid provision that comes closest to the intended economic purpose.