

**Terms and Conditions
Moss Platform Services**

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1. Definitions

The terms defined below shall have in these Terms and Conditions (T&Cs) and all contractual documents with the Customer the hereafter given meanings. Words in the singular include the plural and words in the plural include the singular, unless the context indicates otherwise.

Administrators are the users designated and duly authorised by the Customer to define and organize through the Moss Platform functionalities the use of the Moss Services by the Users.

Authentication or Authentication Process means a process for verifying a User's or cardholder's identity or authorised use of the Moss Services using specified Authentication Elements.

Authentication Elements are elements of the categories knowledge (e.g. password, PIN), possession (e.g. mobile device or SIM card for transmitting authentication codes as proof of possession), or inherence (e.g. fingerprint or facial recognition as biometric feature) used for Authentication.

Card Agreement is the Customer's direct contract with an Issuer for the issuance of Moss Cards.

Company Personnel are persons who are employed by the Customer, work for the Customer under a service contract, or who use Moss Cards on behalf of the Customer for the Customer's business activities.

Customer Data refers to personal and non-personal data that the Provider processes for the Customer on the Moss Platform.

Institute is Moss GmbH, Saarbrücker Str. 38, 10405 Berlin, Germany, registered in the Commercial Register of the Local Court

Charlottenburg under HRB 219201 B, or another payment service provider used to provide Moss Payment Services.

IP Rights are industrial property rights, copyrights and property. Industrial property rights are patents, utility models, trademarks, service marks, design patents, design rights, database rights, semiconductor topography rights, proprietary information rights, and all similar proprietary rights whether registered or unregistered, including all foreign equivalents and all domestic and foreign applications, divisional applications, continuations, partial continuations, reissues, re-examinations, renewals, or corresponding applications.

IT Resources means the information technology systems used by the Provider to provide the Moss Services, including, without limitation, the Moss Platform and the Moss Applications, including technical components, computer programs, data, interfaces, designs or integrated text.

Moss Applications are the computer programs that implement the Moss Services.

Moss Data refers to personal and non-personal data that the Provider processes for itself or for a third-party controller. Moss Data are, for example, general evaluations that are also provided to the Customer, data that the Provider processes in order to comply with legal requirements to the Moss Payment Services or data that the Provider collects to secure IT Resources against attacks or abusive or unauthorised uses. Data anonymized in accordance with clause 15.3.3 is Moss Data.

Moss Group are the Provider and the companies affiliated with the Provider within the meaning of section 15 et seq. German Stock Corporation Akt (*AktG*).

Moss Cards are physical or virtual Mastercard corporate credit cards issued by the Institute to cardholders on behalf of the Customer.

Moss Mobile App is the app available for certain mobile phone operating systems for Users registered for Moss Services by the Customer.

Moss Payment Services are the payment services offered by the Institute and/or other Third-Party Providers, including services offered by the Institute under the Card Agreement.

Moss Platform is the Customer area of the Moss Website for the administration of Moss Services and accessible after login.

Moss Platform Agreement is the contract between the Provider and the Customer for the provision of Moss Platform Services.

Moss Platform Services are the Provider's services accessible through the Moss Platform to support, amongst others, payment processing, receipt processing and accounting in the Customer's business. The Moss Platform Services are provided through the Moss Website, the Moss Platform and the Moss Mobile App.

Moss Services are the Moss Platform Services and the Moss Payment Services.

Moss Website are the internet presences of Moss Group companies; the main domain is getmoss.com.

Party or Parties means the Provider or the Customer individually (Party) or both (Parties).

Provider is Nufin GmbH, Saarbrücker Str. 37a, 10405 Berlin, Germany, entered in the Commercial Register of the Charlottenburg Local Court under registration number HRB 209209 B.

Third-Party Providers are partner companies of the Provider that enter into separate contracts with the Customer for services that can be used via the Moss Platform. These may be companies of the Moss Group or merely contractually involved third parties. Subcontractors or suppliers of the Provider or a Third-Party Provider are not Third-Party Providers.

Transaction is a successful card transaction (settled), an incoming invoice submitted into the approval process, or a submitted travel expense report (any line item counts here, e.g. any cash expense, mileage allowance, or per diem).

Users are the Company Personnel designated by the Customer who are authorised to use the Moss Services and are registered on the Moss Platform.

2. Subject matter of the contract; contractual relationships; components of the contract; order of precedence

2.1. Subject matter and Parties of the contract

2.1.1. The subject of these T&Cs are the Moss Platform Services and all services provided by the Provider in connection therewith.

2.1.2. The Customer is a business entity registered in an official public register and represents and warrants that, in entering into and performing the Moss Platform Agreement and in using the Moss Platform Services, it is acting in the course of a commercial or independent professional activity within the meaning of the applicable law at the place of business of the Customer corresponding to section 14 of the German Civil Code (*BGB*). In particular, consumers are not entitled to use Moss Services for their own purposes. The above restrictions are basis of the conclusion of the contract for the Provider. The Customer is obliged to notify the Provider of any changes in this regard at any time and, upon request by the Provider, to provide evidence that the Customer meets the aforementioned requirements.

2.1.3. The provision of the Moss Services requires, in part, the conclusion of contracts by the Customer with third parties.

2.2. Contract components

2.2.1. The Moss Platform Agreement consists of the specific conditions agreed upon in the onboarding process, these T&Cs and any special terms and conditions included for the specific service obtained, with these provisions applying in the order in which they are mentioned. Included are all conditions communicated by the Provider prior to the conclusion of the contract and determined as the basis for the service. For this it is sufficient that the Provider has named the conditions to the Customer and made them available to the Customer, for example by linking them, and that their scope of application can be inferred from the conditions or further circumstances.

2.2.2. The Provider offers services only on the basis of the T&Cs. Deviating customer terms and conditions are expressly rejected. Deviating customer terms and conditions shall not become part of the contract even if the Provider begins to perform the services without having objected to them again.

2.2.3. Any provisions in the T&Cs that deviate from the Data Processing Agreement to the detriment of the data subject shall not apply.

2.2.4. The agreements with Third-Party Providers shall have priority over the T&Cs between the Customer and the Third-Party Provider with regard to their subject matter. Provisions in the T&Cs shall apply in addition to and subordinate to agreements with Third-Party Providers.

3. Conclusion of contract

3.1. The contract for the use of the Moss Platform Services is concluded upon successful completion of the onboarding process via the Moss Platform. The onboarding process begins with the registration process on the Moss Platform by one or more authorised representatives of the Customer and ends with the Moss Platform Agreement.

3.2. In the course of the onboarding process, the Customer submits offers to enter into specific contracts. This may also include contracts with Third-Party Providers. The Customer shall be bound by its offers until completion of the onboarding process, unless the Provider receives a revocation prior to that.

3.3. To the extent that the Customer may already use Moss Services during the onboarding process, the provisions of the intended contract shall apply *mutatis mutandis*, provided that the Provider shall be entitled to discontinue the Services at any time without giving any reason.

3.4. Acceptance and thus the conclusion of the contract shall occur (i) by express declaration of the Provider or (ii) at the latest upon commencement of the Provider's service provision after completion of the onboarding process. Acceptance may be made subject to conditions, in particular of proof of the power of authority of the person or persons acting on behalf of the Customer.

3.5. Representations of the Moss Services in advertising, on websites or by email do not constitute a binding offer even if prices are indicated and the services are specified, because for the Provider

the identification and examination of the Customer and the persons acting on behalf of the Customer is an essential part of the contract (e.g. Know Your Customer rules).

3.6. The consent of the persons authorised to represent the Customer in the onboarding process shall at the same time approves any prior declarations made by the Customer in the onboarding process with respect to the content of the Moss Platform Agreement.

3.7. The conclusion of the contract with a Third-Party Provider is governed by its terms and conditions; in particular, the conclusion of the contract may require compliance with legal and special requirements for the verification of the contracting party, beneficial owners and acting persons by payment service providers (AML, KYC, video identification, creditworthiness, if applicable).

4. Third-Party Providers for service delivery

4.1. When the Customer concludes a contract with a Third-Party Provider or in preparation for such conclusion, the Customer irrevocably permits the Provider to forward to Third-Party Providers or third parties engaged by them in the performance of statutory duties (e.g. providers of identification services, sanctions list screening or money laundering checks) the information, data and documents requested by them. This applies only to the extent that these are required to fulfil legal obligations or to provide the contractual services. The use is limited in terms of time and content to the extent necessary to achieve the stated purposes.

4.2. The Moss Platform, in cooperation with Third-Party Providers, enables the Customer to view and process information about its accounts held with third-party payment service providers or to initiate payments from its accounts held with third-party payment service providers. payment service providers or to enable the initiation of payments from its accounts held with third-party payment service providers. For this purpose, the Customer shall enter into a separate agreement with the respective Third-Party Provider that has the required legal permission to provide account information and/or payment initiation services.

5. Technical performance requirements

5.1.1. It is the Customer's responsibility to inform themselves about the necessary technical requirements of Moss Services and to provide them at their own expense. The Customer requires a high-performance internet connection, as well as standard browsers and mobile devices, each in line with the state-of-the-art. Further technical requirements are set out in the special terms and conditions of the Service or related information on the Moss Website regarding supported versions and devices.

5.1.2. The Provider is entitled to adapt and change the technical requirements for the use of the Moss Services at any time if this corresponds to the state of the art or appears appropriate for reasons of security of the Services. The same applies to interfaces of the Moss Platform to other systems that are the subject matter of the contract.

5.1.3. It is the Customer's responsibility to keep the Customer's technical requirements up to date during the term of the Moss Platform Agreement and to be aware of any changes to the requirements announced or notified on the Moss Platform.

5.1.4. Customer is not entitled to access to the Moss Platform in earlier versions or to access it with resources that do not correspond to the state of the art.

5.1.5. The Customer is obliged to follow the Provider's instructions regarding the installation and use of the provided Moss Services.

6. Provision of the Moss Platform and the Moss Applications

6.1. Software as a Service; Moss Platform

6.1.1. The Moss Platform is provided as "Software as a Service" (SaaS). This means that the Customer is given the technical ability to use the functionalities of the Moss Platform in their current state through the Moss Applications and to carry out certain business processes.

6.1.2. The Moss Platform provides functionality to manage and control Moss Cards issued to the Customer and the payment transactions made with them. Core functions are:

- (a) Statements according to the respective applicable billing intervals with email notification service about the availability of a new statement;
- (b) Display of all Transactions made in real-time made (including all exchange rates used and the respective transaction amount after currency conversion);
- (c) Management of individual cards (in particular, allocation of credit cards to Company Personnel, setting limits, activation of certain expenses);
- (d) Simplify and automate accounting by uploading and storing receipts to expenses in the Moss Platform;

6.1.3. The customer had the opportunity to review the functions of the Moss Platform for their needs and to familiarize themselves with the features before concluding the contract. The functions are continuously developed, adapted, expanded, and changed.

6.1.4. The Provider shall be entitled to discontinue offering functions and functionalities or interfaces or to significantly modify them. If this significantly impairs the usability of core functions, the Customer shall have a special right of termination to be exercised within a period of two (2) weeks after notification of the change.

6.2. Availability

6.2.1. The Provider provides an availability of the Moss Platform Services of 98% on an annual average. Availability is given when the core functions of the Moss Platform Services can be executed and accessed on the server.

6.2.2. Availability is calculated without the following times:

- (a) Times when the Services are unavailable due to technical or other problems beyond the Provider's sphere of influence (force majeure, fault of third parties, causes within the Customer's or the Third-Party Provider's sphere of influence); and
- (b) Times during which planned and announced maintenance work or short-term required maintenance work (in particular to eliminate security vulnerabilities) is carried out. Maintenance work is preferably scheduled during periods of low usage.

7. Administrators, Users and permissions

7.1. The Customer is obliged to ensure that at least one natural person is registered as an Administrator of the Moss Platform at all times. The following rights and powers are inseparable from the registration as an Administrator and are granted to each Administrator individually, even if multiple Administrators are designated. Any provisions or reservations deviating from the foregoing shall be ineffective and invalid. The Customer authorises each Administrator accordingly through registration on the Moss Platform.

7.2. Administrators have comprehensive powers in their account to manage, configure, and determine the scope of use of the Moss Services. They can add, delete, or block additional Users and assign rights, including appointing and authorising additional Administrators.

7.3. Administrators also assign Users with permissions concerning the use and administration of Moss Cards. Administrators can also set individual spending limits for individual Moss Cards. They can download sales reports and access account information or initiate payments using a payment initiation service. Additionally, Administrators can link further business accounts of the Customer to the Moss Platform and order chargeable products related to Moss Services.

7.4. Administrators have access to Customer Data and access to administrative data about Users' use of Moss Services.

7.5. Administrators are authorised to make or receive declarations on behalf of the Customer to the Provider or Third-Party Providers with respect to the Moss Services. All settings made with administrator rights are binding for the Customer. Administrators are therefore authorised to agree to chargeable Moss Services, in particular in accordance with clause 14.3, to initiate product changes (such as from Moss Credit to Moss Debit) or to agree on changes to the Moss Services and the functionalities and to authorise Users accordingly.

7.6. To the extent that Users can make declarations or settings (e.g. blocking) or use Moss Services on the Moss Platform, the Customer must accept such declarations and actions against the Customer as binding and effective.

7.7. Revocation of the rights and powers of a User, including Administrators, is only possible with effect for the future and only through appropriate implementation on the Moss Platform (e.g. change of rights, blocking or deregistration). If the Administrator's internal company authorisation ends, the Customer shall deregister the Administrator on the Moss Platform.

8. Authentication

8.1. Users must authenticate themselves when logging into the Moss Platform. To identify themselves as an authorised Administrator or User, the agreed upon Authentication Elements must be used.

8.2. The Customer ensures, through appropriate and suitable measures, that the Authentication Elements used by its Users are protected from being known to, or accessed by unauthorised third parties and that Authentication Elements defined by the Users themselves are secure. Knowledge elements of the Authentication must be protected from knowledge by the User, Possession elements must be protected from use by third parties, in particular by preventing access by unauthorised persons or configuring installed payment and security apps so that they cannot be used by other persons. Inherence elements may only be used on the mobile device if only the User's biometric features are used on the device.

8.3. If there are indications for the Customer that the security or confidentiality of the Authentication Elements has been compromised, for example, loss or theft of a possession element for authentication (e.g. mobile device), the Customer is obliged to inform the Provider immediately. The same applies if there is suspicion of unauthorised or fraudulent use of an Authentication Element. The information shall contain all necessary details to enable the Provider to take appropriate measures (e.g. allocation of new access data or blocking of access to the Moss Services). The Provider is then entitled to block the Authentication Element or access altogether to prevent unauthorised access.

8.4. In particular, during authentication, transaction data displayed for the action or payment to be performed (e.g. login, change of password) must be checked to determine whether they match the intended action. If this is not the case, the process must be aborted, and the Provider must be notified immediately.

8.5. It is the Customer's responsibility to take all possible measures, including at the administrative level, to prevent misuse of the Moss Platform. In particular, it is the Customer's responsibility to ensure that access or Authentication Elements are blocked. Authentication Elements designated by the User shall be changed without undue delay as soon as use by unauthorised persons appears possible.

8.6. The Customer shall ensure that any theft or misuse of an Authentication Element is immediately reported to the police.

8.7. The Customer shall notify the Provider immediately of any unauthorised or incorrectly executed orders.

8.8. The Customer is obliged to ensure compliance with the aforementioned obligations by its Users by taking appropriate measures. These measures include briefings, training, technical measures, and controls. Security instructions of the Provider or the Third-Party Providers, in particular instructions on measures to protect the hardware and software used by Users, must be observed.

8.9. The Customer is responsible for all actions and statements made using a User's Authentication Elements.

8.10. The Provider undertakes its own measures for the security of the Authentication Elements at its own discretion but does not assume any obligation towards the Customer to maintain certain measures. The Provider does not know the passwords of the Users. The Provider is entitled to block Authentication Elements if misuse is suspected.

8.11. In order to continuously develop the security measures, the Provider is entitled to introduce new Authentication Processes at any time and to change or no longer allow existing Authentication Processes.

9. Use of IT Resources; IP Rights

9.1. Moss Services may only be used for Customer's internal business purposes and specifically not for private expenses, for third parties or for payment on behalf of third parties.

9.2. The Customer is prohibited from using IT Resources or Moss Services for third parties or from permitting or enabling third parties to use them directly, regardless of whether this is done in return for remuneration or free of remuneration.

9.3. The Customer has, through Provider's IT Resources, the contractually determined option to use the functionalities of the software of the Moss Platform in the current version for conducting its own business processes serving the aforementioned purposes (SaaS). The Customer shall not receive any independent usage rights to the IT Resources; in particular, no computer programs shall be provided to the Customer for use.

9.4. No IP Rights are transferred or granted to the Customer by the Provider as a result of the Moss Platform Agreement or its execution, unless this is expressly agreed between the Parties. Any use of IP Rights by the Customer shall therefore require the express consent of the Provider.

9.5. The Customer undertakes not to directly or indirectly make accessible, store, reproduce or otherwise use any part or content of the IT Resources or to enable or permit any third party to use them, unless this is necessary for the use of the Moss Services in accordance with the contract and the intended purpose. It is particularly prohibited to completely store components of the Moss Platform, extract computer programs, data, algorithms, or data models underlying the Moss Services, or use the Moss Services in a manner intended to analyse, explore, or replicate the functionality, structure, components, or operation of the IT Resources.

9.6. Any use of access to IT Resources for purposes other than those intended by the directly technically implemented use of the offered functionalities (misappropriation) is prohibited.

9.7. The foregoing provisions shall also apply to any future modified or supplemented Moss Services without the need for further reference.

10. Misuse of IT Resources

10.1. Any misuse of the IT Resources is prohibited. The Customer is obligated to take appropriate measures to ensure that its Users refrain from misuse.

10.2. Misuse is any use that may compromise the confidentiality or integrity of the Provider's information technology systems or other connected resources or jeopardize their proper operation. Misuse also includes use that does not serve the contractually intended purposes or otherwise violates these T&Cs.

10.3. In particular, the following are prohibited:

- (a) Uses that violate legal prohibitions, morality or other legal provisions or the rights of third parties;
- (b) Distributing, making available or promoting the distribution of malicious software;
- (c) Sending messages or content that, by their nature or function, size or quantity, are capable of impairing the operation of the IT Resources;
- (d) Loads on IT Resources due to requests, calls or other uses that are not necessary for the intended use;
- (e) Circumventing, tampering with, or compromising the security of authentication, verification, or identification mechanisms, including unauthorised use of Authentication Elements, User permissions, authenticators, or the impersonation or concealment of identities or Users;
- (f) Unauthorised access to or manipulation of services, data, programs, functionalities, networks or network areas, as well as interference with network or network security;
- (g) Access to information technology systems of the Provider via access points or interfaces other than those provided by the Provider;

(h) Violation or circumvention of the security guidelines communicated by the Provider;

(i) Use of robots, spiders, data scraping, bulk retrieval or extraction tools, or similar mechanisms with respect to the Moss Services.

(j) Disclose or communicate to third parties any routines, code, exploits, or other undisclosed functions that could be used to delete, disable, interfere with, or otherwise harm software or data without authorisation, or that could be used to grant unauthorised access or make unauthorised changes;

(k) Uses that are made to discredit or harm the Provider.

11. Blocking of Users

11.1. Blocking

11.1.1. The Provider may technically prevent the access of a User or all Users of the Customer to the Moss Platform temporarily or permanently (blocking). This can be implemented by technically revoking the validity of Authentication Elements.

11.1.2. It is the Customer's responsibility to prevent or limit unauthorised actions by taking administrative measures on the Moss Platform in the event of knowledge of misuse of access by Users.

11.2. Blocking upon Customer's request

The Provider shall carry out blocking at the Customer's request, in particular in the case of blocking notification pursuant to clause 8.3. The Provider shall not be limited to such measures as requested by the Customer.

11.3. Blocking upon the Provider's or third parties' request

11.3.1. The Provider may implement blocks if the Provider is entitled to terminate for cause or if there is suspicion of unauthorised or fraudulent use of the Authentication Elements or if an access method is not (or no longer) considered secure. The Provider may in particular implement blocking if Third-Party Providers, authorities or other third parties' request this on a legal basis. This does not apply if overriding interests of the Customer oppose blocking.

11.3.2. The Provider will inform the Customer by electronic means (via the Moss Platform or by email) or by telephone (by phone call or SMS), of the relevant reasons, as far as possible before, but no later than immediately after, the blocking, unless the Provider is not permitted to do so.

11.3.3. The Customer is obliged to raise objections to the blocking immediately with the Provider.

11.4. Unblocking

11.4.1. The Customer may lift a block initiated by the Customer via customer service or the Moss Platform.

11.4.2. The Provider will lift a block if there are no (longer) reasons for a block. The Provider will inform the Customer of this without delay.

11.4.3. Prior to lifting a block, the Provider may require the Customer to provide suitable and reasonable evidence, assurances, or securities of the non-existence of a reason for a block.

12. Customer service; communication; help; documentation

12.1. The Provider offers, at its sole discretion, a help function on the Moss Platform with instructions on how to use the Moss Services. Separate user documentation or other documentation is expressly not owed.

12.2. The Provider offers customer service during service hours (Monday through Friday, excluding legal regional or national holidays at the Provider's headquarters, 9:00 a.m. - 6:00 p.m.). The current contact information can be found on the Moss Website.

12.3. The Provider will provide the Customer with important information about the Moss Services, changes or adjustments, at the Customer's option, via the Moss Platform in the Administrator Account, by email or by mail. In addition, the Provider is entitled to contact the Customer through all communication channels provided to the Provider (telephone, cell phone, SMS, instant messaging).

12.4. The Provider shall keep Customer informed of improvements and enhancements to the Moss Services to optimize Customer's use of the Moss Services.

12.5. In addition, the Provider may obtain the Customer's consent to use email addresses for marketing communications.

12.6. The Customer may revoke or change the communication channels to be used or its consent to marketing communication at any time with effect for the future or object to the use of the email address for sending advertising for similar own services of the Provider by declaration to the Provider. Such declaration shall be made by the Customer in text form.

13. General cooperation obligations and duties of the Customer

13.1. Customer shall promptly report any malfunctions, disruptions, or impairment of the Moss Services as accurately as possible through the designated service contacts.

13.2. Changes to the company name, address, or representation authority of persons acting on behalf of the Customer, or the termination of such authority, must without undue delay be submitted directly in the Moss Applications or, if not possible, otherwise notified to the Provider. This duty of notification shall also apply to information arising from public registers (e.g. the commercial register).

13.3. The Customer shall provide all cooperation services required for the proper performance of the Moss Services, in particular the transmission of documents, without being requested to do so, in a content-checked and complete manner and in good time so that they can be processed by the Provider within a reasonable time. The same applies to the provision of information on all processes and circumstances from the Customer's sphere which may be relevant for the performance of the Moss Services.

13.4. The Customer shall remain solely responsible for ensuring the correctness, accuracy and completeness of its accounting / bookkeeping, of receipts and of document data from a tax and other legal point of view. This applies in particular to the upstream systems used and the data made available to the Provider. The Moss Services consist of the provision of automated processes. The Customer is responsible for controlling the results of these processes. This also applies to the scanning of data by means of OCR technology, even if the Provider provides the OCR technology to the Customer as part of the Moss Services. To the extent that the Provider automatically retrieves, receives, or otherwise has access to accounting documents for the Customer from third parties, the Provider neither warrants the completeness nor the accuracy or the verification of the captured documents. The Customer shall observe any obligations to retain original receipts. Agreements deviating from the above provisions shall only be effective if expressly made in writing.

13.5. The Customer is obliged to inform its Users in due time before the start of the use about the rights and obligations of the Moss Platform Agreement concerning the User and the conditions of use. The Customer is liable for any breaches of obligations committed by their Users and other third parties within the Customer's sphere of influence. This shall not apply if the Customer proves that they are not responsible for the breaches.

13.6. The Customer shall back up its data locally and at appropriate intervals at its own discretion, taking into account the provisions of these T&Cs for fault handling and availability. In particular, the Customer shall be responsible for backing up data prior to any maintenance measures without separate notice.

14. Remuneration

14.1. The use of the Moss Platform Services is subject to a fee. All prices quoted by the Provider do not include VAT, unless otherwise indicated.

14.2. The prices and remunerations result from the specific conditions agreed with the Customer and the price and service specifications of the Third-Party Providers.

14.3. Additional, supplementary, or modified services subject to remuneration may be offered on the Moss Platform. These are agreed only by consent of the Customer. Consent may be declared by activating the corresponding functionality. Administrators of the Customer are responsible and accordingly authorised to activate such

services. These T&Cs shall apply to such services even without renewed inclusion.

14.4. Unless otherwise agreed, payments relating to a billing period shall be due in advance on the first calendar day of the billing period. If the billing period exceeds 12 months, 12 months shall be due in advance in accordance with the above provision. All other remuneration shall be due immediately in case of doubt.

14.5. The payment will be processed via a virtual Moss Card issued specifically for this purpose. For this purpose, the Provider is entitled to charge the amount owed directly to the Moss Card.

14.6. The Parties agree on electronic invoicing or electronic transmission of invoices at the Provider's option.

15. Use of data; data protection; confidentiality

15.1. General regulations on data protection

15.1.1. The Parties shall process personal data only in accordance with the applicable statutory provisions, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). This applies in particular insofar as the other Party is the controller under data protection law.

15.1.2. Each Party shall ensure the lawfulness of the data processing activities by the other Party related to the performance of the contract for the personal data for which it is the controller within the meaning of data protection law.

15.1.3. Each Party shall fulfil the information obligations under data protection law, in particular pursuant to Art. 13 or 14 GDPR, towards data subjects within their own sphere of responsibility, in particular towards employees, for the processing of personal data for the performance of the contract by the other Party. Insofar as the Provider provides the Customer with information in this regard, the Customer shall remain solely responsible for compliance with the requirements of data protection law when using such information.

15.2. Moss Data

15.2.1. All IP Rights to Moss Data remain the exclusive property of the Provider. The Customer acquires its own rights to use Moss Data only upon express agreement.

15.2.2. To the extent that Moss Data is personal data, the Provider is controller or processor for a Third-Party Provider within the meaning of data protection law. With respect to such data, the Customer is a third party within the meaning of data protection law.

15.3. Customer Data

15.3.1. The Provider processes Customer Data as part of the Moss Platform Services. Customer retains all IP Rights to the Customer Data.

15.3.2. Insofar as Customer Data is personal data, the Customer is the controller within the meaning of data protection law and the Provider is the processor. With regard to this personal data, a data processing agreement (DPA) is automatically concluded between the Customer and the Provider upon conclusion of the Moss Platform Agreement. Unless otherwise agreed, this is the Provider's standard DPA, which is available at https://getmoss.com/public/terms-and-conditions/20230521_Nufin_GmbH_DPA_v2.0_EN.pdf.

15.3.3. Notwithstanding any requirements under data protection law, the Provider shall be entitled to anonymize Customer Data and subsequently process it for its own purposes, such as statistical analysis, industry comparisons, benchmarking, product improvements, new product developments and other similar purposes.

15.4. Confidentiality

15.4.1. The Provider undertakes, without prejudice to further obligations to confidentiality, to maintain confidentiality about all Customer-specific facts and evaluations disclosed to the Provider by the Customer in the course of the performance of the contract. The Provider may only pass on Customer-specific information to third parties for the purpose of fulfilling the contract if this is required by law or if the Customer has given consent. In addition, disclosure to partners or agents is permitted, provided that appropriate confidentiality and security measures and related data protection requirements are observed.

15.4.2. Furthermore, the Parties undertake to keep confidential all confidential information to which they have access in connection with the Moss Platform Agreement for an unlimited period of time. Confidential information shall be information which is either marked as proprietary or confidential or marked in any other way or which is reasonably recognizable to the recipient as confidential, or which may constitute business secrets within the meaning of section 2 No. 1 of the German Trade Secrets Act (*GeschGehG*). In particular, the contents of the Moss Platform Agreement including the specific conditions agreed pursuant to section 2.2.1 are confidential information.

15.4.3. The confidentiality obligation shall not apply with respect to information that (i) is generally known or becomes generally known through no fault of the recipient and without breach of this confidentiality obligation, (ii) is state of the art, (iii) was already known to the recipient at the time of transmission, (iv) is lawfully made known or accessible to the recipient by a third party, or (v) must be disclosed due to statutory provisions or enforceable official orders or court decisions, provided that the other Party shall be informed in good time before the information is disclosed to third parties.

15.4.4. Each Party shall take reasonable precautions to safeguard the confidential information of the other, but at least the measures required under section 2 No. 1 b) German Trade Secrets Act (*GeschGehG*).

16. Liability

16.1. The provisions of this clause do not apply to the services of the Third-Party Providers.

16.2. The following provisions on the Provider's liability shall apply to all claims for damages, defects or substitute claims for compensation by the Customer arising from or in connection with the performance of services by the Provider, irrespective of the legal grounds on which they are based (e.g. Warranty, default, impossibility, any breach of duty, existence of an impediment to performance, tort), but not for the Provider's liability for intent, gross negligence, fraud (*Arglist*), breach of guarantee, in accordance with the German Product Liability Act (*Produkthaftungsgesetz*) and for damages arising from injury to life, body or health of persons, in this respect the statutory liability shall apply.

16.3. Liability shall be excluded for slight or simple negligence (*einfache oder leichte Fahrlässigkeit*); this shall not apply in the event of a breach of a cardinal obligation (*Kardinalpflicht*); in such cases, liability shall be limited to the damages foreseeable at the time of conclusion of the contract and typical for this type of contract. Cardinal obligations are essential contractual obligations, the fulfilment of which makes the proper performance of this contract possible in the first place and on whose fulfilment the customer regularly relies, and whose breach jeopardizes the achievement of the purpose of the contract.

16.4. The Provider's liability for grossly negligent acts or omissions by its vicarious agents (*Erfüllungsgehilfen*) is limited to the typical damages that were foreseeable for the Provider at the time of contract conclusion.

16.5. Insofar as the Provider's liability under the above provisions is limited or insofar as lost profits, lost savings or indirect damages are claimed, the Provider's liability shall additionally be limited to the contract value. The contract value is calculated from the sum of the remuneration to be paid by the Customer to the Provider in the 12 months prior to the damage event.

16.6. The strict liability (*verschuldensunabhängige Haftung*) of the Provider in the area of lease contracts and similar usage contracts for errors already existing upon conclusion of the contract is excluded.

16.7. The Provider shall not be liable for defects of connected third-party components, the Customer's own software or third-party interfaces used for the connection, unless they were provided by the Provider itself.

16.8. The Provider shall not be responsible for disruptions in performance due to force majeure, in particular strikes, lockouts, official orders, natural disasters, war, terrorist attacks, reactor accidents, trade embargoes, epidemics or pandemics, failure of communication networks or network infrastructure or disruptions in the services of carriers.

16.9. In the event of loss of data, the Provider shall only be liable for the effort required to restore the data if the Customer has properly backed up the data.

16.10. The provisions of this Clause 16 shall also apply to claims of the Customer against the bodies, employees, or vicarious agents of the Provider.

17. Audit rights; auditing

17.1. The Provider shall cooperate to an appropriate and reasonable extent in audits and inspections, provided that the Customer demonstrates the necessity and if expressly agreed upon. The Provider is entitled to make access to confidential information conditional upon the persons commissioned to perform the audit giving the Provider a current and effective undertaking to maintain confidentiality.

17.2. In the context of audits, the Provider is not obliged to grant access to confidential information of third parties or to personal data, unless the Customer provides consents of all data subjects to the processing of the data for the specific purposes of the audit.

17.3. The Customer shall bear the costs for the Provider's internal and external efforts in participating in audits and inspections.

18. Changes

18.1. The Provider reserves the right to change these T&Cs, the services, product descriptions, technical performance requirements, policies, and the remuneration with effect for the future.

18.2. No change in this regard is the technical advancement and further development of the Moss Platform. If the Customer is of the opinion that a technical change constitutes an unreasonable modification to the Moss Platform Services, the Customer is obliged to notify the Provider in text form within a period of one (1) month after becoming aware of the modification, providing reasons for the unreasonableness. If the Provider nevertheless maintains the change, the Customer shall have a special right of termination if the change is indeed an unreasonable change of the performances.

18.3. The following amendment procedure shall apply to amendments to the T&Cs that are reasonable (*zumutbar*) for the Customer, taking into account the interests of the Provider, and do not materially affect the Provider's main performance obligations: the Provider shall make the amended T&Cs available to the Customer prior to the planned effective date, indicating the changed provisions, the effective date and the significance of the Customer's subsequent conduct. The Customer shall be entitled to object to the amended T&Cs within a period of one (1) month after they have been made available. The objection must be made at least in text form. If the Customer does not object in due time, the amendments to the T&Cs shall be deemed agreed. If the Customer objects to the amendments, either Party may terminate the Moss Platform Agreement (special right of termination). The termination can also be declared by the Provider already conditionally on this case together with the notification. If changes to the T&Cs become mandatory due to applicable law or a court or official order, the aforementioned deadlines may be shorter.

18.4. The Provider may, with the Customer's consent, make further changes, including but not limited to the remuneration, substitutions of Third-Party Providers, or material functional changes to the Moss Services. The Customer shall be given reasonable advance notice of such changes. The Provider is entitled to give the Customer a period of one (1) month to make a decision. If the Customer rejects the change without providing a factual reason for the rejection or does not communicate a decision within the deadline, the Provider is entitled to terminate the contract (special right of termination).

19. Change of Parties and assignment

19.1. If the Provider requests the transfer of the contract to another company which has taken over the operating resources essential for contract performance, for example by means of an asset deal or a spin-off, or to another company of the Moss Group, then the Customer is obliged to agree to the transfer of the contractual relationship and to provide the necessary cooperation on its part, unless the transfer is opposed by legitimate interests of the Customer. The lack of performance capabilities of the other company is not a

legitimate interest if the Provider offers adequate security in this regard.

19.2. Moss GmbH is entitled to enter into the Moss Platform Agreement by declaration to the Customer, instead of or in addition to the Provider. If no other entry date is specified in the declaration, the date of receipt of the declaration by the Customer shall be decisive. From the entry date, only the Moss GmbH is authorised to claim remuneration from the Moss Platform Agreement, and the customer can make payments in discharge of its obligations to the Moss GmbH only. All claims arising from the Moss Platform Agreement that have accrued and become due until the entry date can only be asserted against the Parties prior to the entry date. This also applies to claims for damages or warranty if they have arisen before the entry date but have not yet become due. The Customer is entitled to terminate the Moss Platform Agreement without notice within a period of two (2) weeks from receipt of the declaration; in this case, any claims for reimbursement by the Customer shall be directed exclusively against the Provider up to before the entry date.

19.3. The Customer may not transfer the contractual relationship to third parties without the Provider's consent. The Provider shall not unreasonably withhold consent.

20. Contract term, termination

20.1. Unless a fixed term is agreed, the Moss Platform Agreement is concluded for an indefinite period and can be terminated by either Party with one (1) month's notice. This notice period shall also apply if a "special right of termination" is granted in these T&Cs. If applicable law requires a longer notice period such longer notice period shall apply. If the Customer is a micro-enterprise and applicable law excludes the application of a notice period, the Customer may terminate the Moss Platform Agreement without prior notice to the Provider.

20.2. If annual remuneration or a term of twelve (12) months or one (1) year has been agreed, the following shall apply in case of doubt: The contract shall have an initial term of twelve (12) months from the conclusion of the contract and automatically extends for the duration of the initial term. The automatic renewal will not occur if at least one Party terminates the contract at least 30 days before its renewal date.

20.3. The termination of the Moss Platform Agreement by the Customer shall automatically also apply to the agreements with Third-Party Providers. In this respect, the Provider shall accept and forward the Customer's termination declarations as the receiving messenger of the Third-Party Providers. The Provider may also declare the termination of Moss Services on behalf of the Third-Party Providers. The Provider authorises the Moss GmbH to terminate the Moss Platform Agreement on behalf of the Provider. In particular, the Institute may therefore terminate the Moss Platform Services at the same time as the Card Agreement.

20.4. If the Customer's Card Agreement ends, the Provider shall be entitled to terminate the Moss Platform Agreement with the Customer for cause and shall grant a transition period until the end of the Card Agreement.

20.5. The right of each Party to terminate the contract for cause without notice shall remain unaffected. Good cause for the Provider shall exist in particular if:

- (a) the Customer is in default with a not only insignificant payment and the payment is not made within 14 calendar days despite a reminder;
- (b) facts suggest that the Customer has made false statements regarding the prerequisites for establishing the contractual relationship, in particular in accordance with clause 2.1.2.

20.6. Cancellations must at least be made in text form (e.g. email).

21. Settlement on termination

21.1. The Provider is entitled, as of receipt of the notice of termination, to no longer offer such Moss Platform Services that cannot be fully rendered or used during the period up to the effective date of termination; the Provider's claim to remuneration for such services is waived to this extent.

21.2. All remuneration outstanding at the time of termination shall become due and payable immediately upon termination. The Provider shall be entitled to charge the Customer for all outstanding remuneration at the effective date of termination or to invoice it separately.

21.3. In the event of termination before the end of the contractual term, the Provider shall be entitled to a lump-sum residual remuneration in the amount of 60 percent of the further remuneration that would still have accrued until the end of the contractual term. If the Provider is able to generate other revenues as a result of the termination, these shall be credited by the Provider. The Customer reserves the right to prove that the Provider has incurred lower damages. The provisions of this paragraph shall not apply if the Customer justifiably terminates the contract for good cause for which the Provider is responsible; in this case, the statutory provisions shall apply. Further claims of the Provider shall remain unaffected.

21.4. The Provider is entitled to block the Customer's access to the Moss Platform at the effective date of the termination. It is the Customer's responsibility to back up its data via the Moss Platform functionalities prior to the effective date of the termination.

21.5. Upon request, the Provider shall provide the Customer with the Customer Data in the state of the effective date of the termination in a common data format of the Provider's choice. The Provider may choose to do so by means of data carrier or data transfer, by making it available for download on an internet resource, or by providing access to the Moss Platform with limited functionality. The Customer's request must be received by the Provider no later than 30 days after the termination date.

21.6. The Provider shall block the Customer Data after expiry of the period in clause 21.5 and subsequently delete it irreversibly, provided that there are no retention obligations or rights.

21.7. If the Provider prepares or provides data for the Customer at the Customer's request in addition to the obligations previously agreed in this section, this shall be done in return for reasonable remuneration.

21.8. The provisions of the Moss Platform Agreement shall apply mutatis mutandis to settlement after termination. These T&Cs shall also remain in force after settlement insofar as the provisions are also to apply post-contractually in terms of their meaning and purpose.

22. Legal compliance and sanctions

22.1. The Customer shall at all times comply with all laws, regulations and orders of governmental authorities when using the Moss Platform and shall not engage in any illegal, harmful, false or fraudulent acts or practices.

22.2. In addition, the Customer is obliged to comply with currently applicable sanctions, embargoes and comparable other foreign trade law restrictions of the United Nations, the European Union, the Federal Republic of Germany, the United Kingdom or the United States. This obligation shall not apply if it would violate section 7 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*), Council Regulation (EC) 2271/96 or comparable applicable anti-boycott or anti-blocking provisions.

23. Final provisions

23.1. The assignment of claims arising from this contract by the Customer without the consent of the Provider is excluded. Section 354a (1) German Commercial Code (*HGB*) remains unaffected.

23.2. The assertion of a right of retention (*Zurückbehaltungsrecht*) or offsetting (*Aufrechnung*) is only admissible with counterclaims that are undisputed, have been confirmed in writing by the Provider or have been legally established (*rechtskräftig festgestellt*). The Customer may only assert a right of retention on the basis of counterclaims arising from this contractual relationship. Statutory offsetting prohibitions (*gesetzliche Aufrechnungsverbote*) shall remain unaffected.

23.3. Oral collateral agreements do not exist. Amendments and supplements to these T&Cs must be made in text form to be effective, unless otherwise stipulated in the T&Cs. This shall also apply to the amendment of this provision, which shall only be effective if expressly made.

23.4. In case of doubt, the place of performance, success of performance and fulfilment (*Leistungs-, Erfüllungs- und Erfolgsort*) for all services shall be the Provider's registered office.

23.5. Section 312i (1) sentence 1 no. 1 to 3 German Civil Code (*BGB*) or a corresponding regulation applicable at the place of business of the Customer is not applicable.

23.6. If any provision of these T&Cs is or becomes invalid, illegal, unenforceable, or non-executable in whole or in part, this shall not affect the validity, enforceability and or executability of the remaining provisions. The invalid, illegal, unenforceable and/or un-executable provision shall be deemed to be replaced by such valid, legal, enforceable, and executable provision which corresponds as far as possible to the spirit and economic purpose of these T&Cs as well as to the original intention of the Parties.

23.7. All legal relationships to which the T&Cs apply shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of law's provisions and the UN Convention on Contracts for the International Sale of Goods, unless mandatory statutory provisions to the contrary apply.

23.8. The place of jurisdiction is the Provider's registered office. The Provider reserves the right to choose another permissible place of jurisdiction.