

GENERAL

TERMS AND CONDITIONS OF VICOLAND

Last amended: 20/02/2025

1. GENERAL

- 1.1 The Vicoland platform (the '**Platform**') is provided and operated by Vicoland GmbH, Platz der Einheit 2, 60327, Frankfurt am Main, Germany ('**Vicoland**') and is intended for natural persons or legal entities ('**Freelancers**') who work in the professional services industries as well as their potential customers ('**Clients**').
- 1.2 These General Terms and Conditions ('**GTC**') apply to use of the Platform by all Freelancers, and Clients (referred to collectively as '**Users**'). Any terms and conditions of the Users that deviate from or supplement these GTC do not apply to the use of the Platform.
- 1.3 Users must be registered on the Platform according to item 4 to be able to fully use the Platform. If a User is a legal entity, it must be registered on the Platform with a natural person representing it for whom personal data is provided in the User account according to item 4.
- 1.4 Using the Platform, Freelancers can partner with other Freelancers from their network on an online collaboration network ('**Vico**'). Within the Vico, the Freelancer creating the Vico (the '**Vico Lead**') or any Freelancer to whom the Vico Lead role is assigned by a Vico Lead assumes a coordinatig role and any other Freelancers joining a Vico ('**Vico Members**') assume a participatory role. If a Vico Lead is a legal entity that entity may join the same Vico multiple times as a Vico Member, where each time a different natural person employed by the Vico Lead's legal entity is representing it ('**Employed Vico Members**'). All Employed Vico Members are registered on the Platform with the same bank details as the Vico Lead by whose legal entity they are employed. All other Vico Members ('**Independent Vico Members**') are registered on the Platform with their own bank details which must be different from the Vico Lead's bank details and from those of all other Vico Members. No legal entity other than a Vico Lead's and no natural

person may join the same Vico multiple times. If needed, Vicoland supports Vico Leads in finding Freelancers for their Vico. Vicos are social gatherings which serve the exclusive purpose of non-binding introductions to potential Clients, with Vico Leads in the role of potential contractual partners to the Clients or to Vicoland as an intermediary contractual partner (see item 3 below), and Vico Members in the role of potential subcontractors of the Vico Leads. To be considered for an introduction to a client, Vico Leads must (1) create profiles for their Vico (Vico Profiles) on the platform, with any such Vico Profile including at least 10 Vico Members, and (2) include no more than 20% Employed Vico Members in that Vico Profile. Freelancers can be members of multiple Vicos at the same time and be Vico Leads or Vico Members in various Vicos at the same time. Joining a Vico does by itself not give rise to any rights or obligations.

- 1.5 As further detailed under item 2 below, Vicoland generally merely facilitates the conclusion of contracts between (i) Clients and Vico Leads and (ii) Vico Leads and Vico Members. Vicoland is neither party to these contracts, nor is it involved in the execution of these contracts. In deviation from this principle, Vicoland may, in individual cases, conclude contracts with Clients and Vico Leads, whereby Vicoland will, in principle, assume the Vico Lead's rights and obligations vis-à-vis the Client and the Client's rights and obligations vis-à-vis the Vico Lead. This (exceptional) contractual setup is further detailed under item 3 below.

2. PLATFORM SERVICES

- 2.1 The Platform facilitates contact between Clients and Freelancers for the purposes of negotiating and contracting IT and/or creative projects ('**Projects**').
- 2.2 On the Platform, Clients can prepare briefings for projects they are planning ('**Project Briefings**'). The Project Briefings can then be made available to one or more Vico Leads in order to invite them to

- submit binding quotations for the execution of each Project. Project Briefings prepared by Clients are always non-binding and merely represent an invitation to submit a quotation.
- 2.3 Vico Leads always submit quotations for the execution of a Project solely in their own name. Usually, the quotations are addressed to the Clients. If, in exceptional cases, Vicoland acts as an intermediary contractual partner (see item 3 below), the quotations are exceptionally addressed to Vicoland. Notwithstanding item 3, contracts concerning the execution of a Project (**‘Project Contracts’**) are only concluded between the Client and a Vico Lead. Under no circumstances are Vicos or Vico Members party to a Project Contract.
- 2.4 Through the Platform, Vico Leads can contact selected Vico Members on a Vico they have created upon receiving a Project Briefing and coordinate their participation in the Project. In this regard, Vico Members can only be engaged by a Vico Lead as subcontractors. After successfully coordinating the conditions, the Vico Lead and Vico Member can enter into a contract concerning the performance of subcontractor services for the Project in question (a **‘Subcontractor Agreement’**).
- 2.5 To win a project, Vico Leads execute, support or lead the Vico presentation to the Client, potential pitches in front of the client, and the offer creation on the platform. After coordinating with the Clients and successfully concluding any necessary Subcontractor Agreements with Vico Members (also referred to as **‘Subcontractors’** upon the conclusion of the Subcontractor Agreement), Vico Leads can send Clients a binding offer to enter into a Project Contract over the Platform. If the Client accepts the quotation – which is also done through the Platform – the Project Contract comes into effect. Notwithstanding item 3, only Vico Leads (also referred to as **‘Contractors’** upon the conclusion of the Project Contract) and Clients are parties to a Project Contract.
- 2.6 Subcontractor Agreements and Project Contracts are concluded through a dialogue-based process provided by Vicoland through the Platform for that purpose, i.e.: After the required data and any necessary deviating provisions have been input, the Platform automatically generates a draft contract that factors in the specific details of the contractual partners on the basis of a general template provided by Vicoland (the **‘Draft Contract’**). The Draft Contract defines the content of the contractual declaration submitted by each User over the Platform. If each contractual partner declares their approval of the Draft Contract over the Platform,
- the Subcontractor Agreement and/or Project Contract shall come into existence.
- 2.7 The contractual templates available on the Platform merely provide Users with a template on the basis of which Subcontractor Agreements and Project Contracts can be concluded. As such, they merely serve to simplify the conclusion of a contract; the use of the templates unchanged is purely optional. The contractual templates and the Draft Contracts derived from them are not claimed to be complete or accurate in terms of their content. Therefore, before using a Draft Contract, every User is obliged to check it carefully, especially with regard to its suitability, completeness and accuracy, and, where necessary, define deviating provisions. To clarify, Vicoland does not provide any legal advice over the Platform or in any other way in this context.
- 2.8 Furthermore, the Platform provides the Users with supporting features for executing Projects. In particular, these features include project management tools and means of billing and paying the contractually agreed remuneration. The Platform also makes it possible to define specific roles (e.g. internal privacy settings) for members of the Project team who have varying degrees of authorisation.
- 2.9 Users must enter the data requested by the Platform relating to their Project. This applies in particular to the assignment of the respective Project tasks to the Vico Members participating in the Project. The corresponding indication of a Vico Member's share of the total remuneration for assigned Project tasks forms the basis for the automated creation of invoices and the simplified release of payments via the escrow & payment service providers connected with the Platform.
- 2.10 In any Project, tasks must be assigned to at least two Vico Members. No more than half of Vico Members with tasks assigned in a Project may be Employed Vico Members. At least 80% of the Project cost for the Client in any Project and in any offer for a Project must be the cost from tasks assigned to Independent Vico Members. No tasks in Projects may be assigned through the Platform or outside the Platform to any natural person or legal entity who is not a Freelancer registered on the Platform with all mandatory data provided.
- 2.11 Vicoland shall have the right to instruct Vico Leads as well as any Vico Members (who shall instruct their Employed Vico Members accordingly) to use partner email addresses as well as Vicoland branded email signatures provided by Vicoland for any Client communications. Vicoland reserves the right to change the provided addresses and

signatures as well as to cease provision of the addresses at any time.

- 2.12 To cater project acquisition, expansion, and conflict resolution on Vicoland, Vico Leads shall, upon Vicoland's request, transparently share insights into their planned and ongoing projects on the Platform, as well as communications with Clients and Freelancers, which hereby consent to such disclosures.
- 2.13 The services of third-party providers might also be provided over the Platform. In this regard, please note by way of clarification that the Platform of Vicoland merely creates the conditions for making use of the third-party provider's services. Vicoland itself does not provide these services and does not become party to any contracts concluded exclusively between Users and the third-party providers. Vicoland is not liable for services offered by third-party providers via the Platform.
- 2.14 Furthermore, Vicoland also provides some additional features over the Platform. The content of these features as well as the terms and conditions of their use are set out on the Platform.
- 2.15 The right to use the Platform only exists as part of the proven state of the art, in which regard Vicoland counts as fulfilling its duty to provide the service if it achieves an average availability rate of 97.5% for the year. Vicoland reserves the right to temporarily restrict access to the Platform or individual features if necessary with regard to capacity limits, the security or integrity of the servers or in order to implement technical measures, and the restriction serves the due or improved performance of the services (maintenance work). In doing so, Vicoland shall take the legitimate interests of the Users into consideration, especially by notifying them in advance.

3. PROJECT SERVICES

- 3.1 Notwithstanding item 2 above, Vicoland may, in individual cases, offer Clients and Vico Leads against payment of an additional fee (see item 8.2) to participate in the Project as an intermediary contractual party and to conclude (i) a Project Contract with the Client (with the respective changes made under item 3.2) in the Vico Lead's stead, and (ii) a Project Contract with the Vico Lead (with the respective changes made under item 3.2) in the Client's stead.
- 3.2 Clients and Vico Leads have no right to receiving such an offer by Vicoland. In its respective offers, Vicoland may deviate from the terms of the Draft Contract, or any other agreement (pre-) negotiated

between Clients and Vico Leads. In particular, Vicoland may (i) charge an additional fee for its participation in the Project as a contracting party (see item 8.2); (ii) make changes to communication deadlines; and (iii) make changes to billing modalities.

- 3.3 Vicoland may also offer the Platform functionalities (see item 2) for the conclusion of the Project Contracts and for their subsequent processing. In this case, the functionalities shall be applied taking into account the deviating contractual setup according to this item 3. With Vicoland's consent, the contractual conditions for the Project Contracts may also be coordinated directly between Vico Lead and the Client. For clarification: Vicoland's right to refuse the conclusion of the Project Contracts remains unaffected.
- 3.4 If the Client accepts Vicoland's offer, a Project Contract shall come into existence between the Client and Vicoland, whereby Vicoland will assume the rights and obligations as Contractor. If Vicoland accepts the Vico Lead's offer, a Project Contract shall come into existence between the Vico Lead and Vicoland, whereby Vicoland will assume the rights and obligations as Client. Both Project Contracts are concluded under the condition precedent that the respective other Project Contract comes into effect. Any contractual payments to the Vico Lead shall become due at the earliest after the Client has discharged its corresponding payment obligation to Vicoland, with the further details being subject to the relevant Project Contracts.

4. REGISTRATION AND USER ACCOUNTS

- 4.1 Use of the Platform requires each User to register as a Client or Freelancer in advance. Registration requires all mandatory fields in the registration form to be completed correctly and in full. Registration must be confirmed by Vicoland before it comes into effect; confirmation takes the form of the provision and activation of a personal User account.
- 4.2 Only legal entities and natural persons and partnerships of unlimited legal capacity who are performing their commercial or independent professional activities can register as Users.
- 4.3 Users are obliged to provide complete, truthful information at all times. If the data provided by a User should change after registration, the User is obliged to notify Vicoland of the change without undue delay by changing his or her personal data in the user account.

4.4 Users must keep their login details (especially passwords) secret and treat them with care. Additionally, they are obliged to notify Vicoland by email immediately if there are indications that their login details have been and/or are being misused by third parties. Vicoland shall not disclose the password of a User to third parties and shall never ask Users for their passwords by phone or email. As a rule, Users are liable for all activities performed using their login details if they are responsible for the misuse of their login details.

4.5 User accounts cannot be transferred.

5. REQUIREMENTS FOR USER CONTENT; INDEMNIFICATION

5.1 Clients may only prepare Project Briefings with a view to concluding a Project Contract with a Contractor. They are obliged to only provide complete, truthful information with regard to themselves, the Project in question and the other content.

5.2 As a rule, it is not permitted to add links to external websites to a Project Briefing unless the links are absolutely necessary by law. This does not apply to links in the Project Briefing to PDF files and multimedia presentations belonging to the User if they contain additional information relating to the Project in question (e.g. specifications).

5.3 It is not permitted to negotiate with potential Vico Leads from more than three Vicos about a Project Briefing at one time. Negotiation in the sense of this item 5.3 starts when the Project Briefing is sent to a potential Contractor as an invitation to submit a binding quotation for the execution of the Project and only ends (i) after the negotiations have been broken off by one of the parties or (ii) – if no response is given – upon the expiry of the confirmation deadline set out in the Project Briefing.

5.4 The content of the Project Briefing, of offers to enter into a Subcontractor Agreement or Project Contract and of other information provided by the Users is the sole responsibility of the Users who provided them. Vicoland is not obliged to verify the accuracy or completeness of the Project Briefings, quotations or other content and therefore makes no guarantee as to their accuracy or completeness.

5.5 The Users affirm that they will only use content for Project Briefings, quotations and other content and posts they provide that they are permitted to use for such purposes and that is not encumbered by conflicting third-party rights. Furthermore, the

Users affirm that the content and posts they provide in each case do not infringe statutory regulations.

5.6 If claims are asserted against Vicoland due to an infringement of individual rights, statutory provisions or these GTC by a User, that User shall indemnify Vicoland as soon as they are called on to do so. In this context, the Users shall also cover the costs of necessary legal defence incurred by Vicoland, including judicial and legal fees to the statutory amount. This does not apply if and in so far as the User is not responsible for the infringement.

5.7 Vicoland can advertise the Platform and the content and posts of the Users (in anonymised or pseudonymised form) itself and through third parties, e.g. by placing them on other websites, in software applications, in emails and in other media.

6. GENERAL DUTIES OF THE USERS

6.1 Users are obliged to back up the data they store on the Platform, including the data in the Project Briefings and quotations, in order that the data can be recovered quickly in the event of a data loss.

6.2 Users are responsible for meeting the system requirements for using the Platform, especially with regard to operating system and browser. Additionally, certain features might require Users to accept cookies and activate Javascript.

6.3 Users are obliged to take the necessary precautions to secure their systems, especially by using the conventional security settings in their browsers and using up-to-date measures designed to protect against malware.

6.4 Users must be polite when communicating with other Users. The communication tools may not be used for general promotional purposes.

7. CONFIDENTIALITY

7.1 Users might exchange Confidential Information (as defined below) while initiating, negotiating and concluding Project Contracts or Subcontractor Agreements. Users are obliged to maintain strict secrecy with regard to confidential information pertaining to Vicoland, other Users and, where applicable, their affiliates as defined by Article 15 of the German Stock Corporation Act (AktG), treat it as strictly confidential, not utilise it or allow third parties to utilise it, not to allow third parties access to it and to take reasonable steps, at least as if it were their own affairs, to prevent third parties from gaining knowledge of and/or utilising confidential information.

- 7.2 ‘**Confidential information**’ refers to all information, documents (including electronic files) and matters that are designated accordingly or are to be considered confidential given the circumstances, e.g. all information about hardware, databases, used or developed software, source codes, algorithms, product plans, product specifications, product development, product design, operating processes and production methods, application technology, Project Briefings, contractual offers, price calculations, business plans, guidelines, marketing strategies, development plans, customer data, business relationships, transactions, operating requirements and know-how.
- 7.3 The obligation set out in item 7.1 does not apply to Confidential Information pertaining to Vicoland, other Users or their affiliates if the User is able to produce evidence:
- 7.3.1 that the Confidential Information was already known to them when the Project Contract or Subcontractor Agreement was being initiated or was made known to them thereafter by a third party without this disclosure representing a breach of a non-disclosure agreement, statutory regulation or official order;
- 7.3.2 that the Confidential Information was already public knowledge or publicly accessible when the Project Contract or Subcontractor Agreement began to be initiated or later became public knowledge or publicly accessible, without this disclosure representing a breach of a non-disclosure agreement;
- 7.3.3 that the Confidential Information has to be disclosed due to statutory obligations or on the orders of a court or authority. Where admissible and possible, the User shall notify the affected party immediately of their duty of disclosure and provide them with the opportunity to take steps to prevent it.
- 7.4 If and in so far as necessary in order to coordinate or negotiate on a Project and/or for the conclusion of a Subcontractor Agreement and/or for the execution of a Project, Vico Leads are entitled to disclose Confidential Information transmitted to them by Clients to Vico Members.
- 7.5 If and in so far as necessary in order to coordinate or negotiate on a Project and/or for the conclusion of a Project Contract and/or for the execution of a Project, Vico Leads are entitled to disclose Confidential Information transmitted to them by Vico Members to Clients.

8. FEES, BILLING, AND PAYMENT

- 8.1 For the Platform services (see item 2), Vicoland shall charge fees as set out in the “Price list to the General Terms and Conditions Vicoland” for the conclusion of Project Contracts and Subcontractor Agreements as well as any additional services. All stated fees are net and are subject to VAT at the statutory rate. The Vicoland fees for the Platform services are added to the offers created via the platform. The amount of these fees is based on a percentage of the amount of the offer created by the Vico and will be calculated dynamically with regards to any hourly rates offered by the Vico as well as any optional and alternative milestones and phases of the offer based on the current price list when the client accepts the offer.
- 8.2 Fees charged by Vicoland for the provision of Project services (see item 3) are specified in the Project Contract concluded between Vicoland and the respective Client. These fees also include the remuneration for the provision of the Platform functionalities (see item 3.3). Accordingly, no Platform fees pursuant to item 8.1 are charged in this case (unless specified otherwise in the Project Contracts).
- 8.3 Users may only offset claims with regard to Vicoland if their claims are undisputed or have been established by final judgement.
- 8.4 Vicoland partners with 3rd party providers to offer a variety of payment methods on the Platform. The payment system accepts payments from Clients via wire transfer, credit card and other methods. The funds are received on an independent escrow account held by a 3rd party holding the required licenses to provide such an account. The respective Vico Lead (supported by the functionalities of the Platform) mandates the 3rd party escrow & payment service providers to distribute the funds upon receipt from the escrow account respectively to each Vico Member that receives funds for services delivered and to Vicoland for its applicable fee.

9. MANIPULATION AND COMPROMISED SYSTEM INTEGRITY

- 9.1 Presentations of Vicos and other content and posts published on the Platform may only be searched for using the search tools provided by Vicoland. Search software that directly accesses the databases of Vicoland may not be used. Infringements shall be prosecuted under civil law in terms of the infringement of the rights of Vicoland with regard to its established and exercised business interests and, from the perspective of the unauthorised invasion of related property rights, might also have

consequences under criminal law in accordance with Article 108 et seq. of the German Copyright Act (UrhG).

9.2 Activities intended to impair the functionality of the Platform or render it more difficult to use are prohibited. Users may not carry out any actions that might result in an unreasonable or excessive strain on the infrastructure of the Platform. Users are also not permitted to block or modify content of the Platform other than for the intended purposes of the Platform, or to interfere with the functionality of the Platform in any other way.

9.3 Users are not permitted to falsify or manipulate the results of search tools of the Platform by providing false or erroneous information, categorising incorrectly, implementing technical measures or committing any other type of misuse.

10. DELETION OF CONTENT AND OTHER MEASURES

10.1 Vicoland can implement the following measures if there are specific indications that a User is infringing the statutory regulations, these GTC or third-party rights, or if Vicoland has any other legitimate interest in doing so (especially in cases of default):

- Deletion of content;
- Delaying the publication of content;
- Warning the User;
- Restricting the use of the Platform by the User;
- Temporary blocking of Users, especially with the result that Users can no longer log in and profiles can no longer be accessed.

10.2 When selecting measures, Vicoland shall take the legitimate interests of the affected User into consideration, especially whether or not there are indications that the User was not responsible for the infringement.

11. LIABILITY

11.1 Vicoland cannot be held liable for slightly negligent breaches of duty unless they concern damages arising from an injury to life, limb or health or warranties, or claims under the German Product Liability Act (ProdHaftG) are affected. Furthermore, this does not affect the liability of Vicoland for breaches of duties which must be fulfilled before the contract can be duly executed and on the fulfilment of which the other party can typically rely (in this case, however, the liability of Vicoland is limited to compensation of the typical foreseeable damage for the type of contract in

question). The same applies to breaches of duty on the part of vicarious agents.

11.2 Vicoland is in no way liable for services, that Users or third-parties provide to each other based on Project Contracts concluded via the Platform.

11.3 Vicoland is not liable for damages arising from errors arising from third party payment providers.

12. DATA PROTECTION

12.1 The Users undertake to process and use the personal data belonging to the other Users exclusively for the purposes for which they received the data. The data may only be used for other purposes, especially promotional purposes, if consent is obtained from the data subjects.

12.2 Vicoland undertakes to comply with the relevant data protection regulations, especially the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) as amended. For more specific information, please refer to the privacy policy.

13. NON-CIRCUMVENTION

13.1 Users acknowledge that a substantial portion of the compensation Vicoland receives for making the Platform available to Users is collected through the Platform services fee described under item 8.1 of these GTC. Vicoland receives this fee based only on the conclusion of Project Contracts and Subcontractor Agreements as well as additional services through the Platform. Users also acknowledge that the relationships which the User makes with other Users identified through the Platform or otherwise through Vicoland, whether, for example, to conclude a direct Project Contract or Subcontractor Agreement or to indirectly provide services to a third party on the basis of Project Contracts concluded by Vicoland with such third party, in accordance with item 3 of these GTC, and whether such a relationship has resulted into contractual arrangements or not (each of these cases constituting a "**Vicoland Relationship**", and each party to such a Vicoland Relationship being a "**Vicoland Contact**") constitute a substantial value to the User. Therefore, the User agrees, except as set out under items 13.2 and 13.3 of these GTC, not to circumvent the Platform from the start of a Vicoland Relationship and for 24 months from its completion (the latest invoice paid or last offer solicited or submitted) or other termination, but at least from the start of a Vicoland Relationship (the "**Non-Circumvention Period**"). A circumvention ("**Circumvention**") exists when a User

- (i) offers or solicits a Vicoland Contact or accepts any offer or solicitation arising from a Vicoland Contact to contract, hire or pay or receive payment in any manner other than through the Platform;
- (ii) invoices or reports on the Platform an invoice or payment amount lower than that actually agreed with, made by or received by a Vicoland Contact; or
- (iii) refers a Vicoland Contact to a third party who is not a User for purposes of making or receiving payments other than through the Platform.

A Circumvention also exists when the User appoints an employee, agent, representative or third party to commit a Circumvention on its behalf.

13.2 The Non-Circumvention Period does not apply if the User and another User, worked together during the 12 months preceding the start of the respective Vicoland Relationship, where “worked together” is to be understood as having a business relationship in the same area of work and involving a similar or deeper mutual commitment as has been the case through the Platform.

13.3 Users may opt out in writing by sending a letter to the address specified in item 1.1 or by e-mail sent to support@vicoland.com of the Non-Circumvention Period set out in item 13.1 of these GTC with respect to each Vicoland Relationship by paying Vicoland a Conversion Fee for the respective Vicoland Relationship ("**Conversion Fee**"). The Conversion Fee is 18.8% of the User's Estimated Revenue (defined below) over a twelve (12) months period, with a minimum of EUR 10,000.00 and a maximum of EUR 500,000.00. The Conversion Fee is due ten working days after the opt-out has been communicated in writing to Vicoland. For Vico Members, the "**Estimated Revenue**" is calculated by taking the Hourly Rate (defined below) and multiplying it by 2,080. "**Hourly Rate**" means (a) the highest hourly rate charged by the Freelancer on any Project Contract, Subcontractor Agreement or any contract on additional services with the Client, if any; or (b) if there is no hourly rate on such contract, the hourly rate in the Freelancer's profile when the conversion is requested; or (c) if none of the above apply, EUR 120.00 are assumed as the Hourly Rate. For Vico Leads, the **Estimated Revenue** is the higher of (a) 75% of the highest monthly Revenue achieved in the respective Vicoland Relationship multiplied by 12 or (b) the total Estimated Revenue, as calculated above and raised by the average percentage surcharge (margin) levied by the Vico Lead on

Projects in the respective Vicoland Relationship during the preceding 12 months, of the Vico Lead and those Vico Members in the Vico Lead's Vico who participated or are supposed to or may reasonably be assumed to participate in the business relationship between Vicoland Contacts to which the opt-out from the Non-Circumvention Period applies. The Conversion Fee includes all applicable taxes. The relevant User may prove by written evidence, which must have been approved in writing by all Vicoland Contacts involved in the respective Vicoland Relationship and which must be provided together with the opt-out communication, that the actual revenue to be directly or indirectly derived from the respective Vicoland Relationship during the period which would have been the Non-Circumvention Period will likely be substantially lower than the Estimated Revenue. In this case, the User may demand, and Vicoland shall not refuse without cause such demand, that the Conversion Fee shall become due in the course of the Non-Conversion Period as follows (“Staggered Conversion Fee”): The User shall be obliged, without solicitation, to evidence in a reasonable format to be determined by Vicoland the actual full revenues directly or indirectly derived from the respective Vicoland Relationship every month, at the latest ten working day after the end of month, for the duration of the relevant 24-months period, and shall pay any the Conversion Fee on this basis (whereby the minimum and maximum amounts stated above remain applicable), for each month ten working days after month end. If the User breaches any of its obligations regarding the Staggered Conversion Fee, the Conversion Fee which would have been due if the Staggered Conversion Fee had not been demanded, lowered by any Conversion Fee already paid as Staggered Conversion Fee, becomes due ten working days after Vicoland has asked for rectification of such breach unless such rectification has occurred. The demand for a Staggered Conversion Fee may only be made if neither the relevant User nor any of the Vicoland Contacts in the respective Vicoland Relationship have ever before breached any clauses of these GTC.

13.4 If the User has violated the obligation under item 13.1 of these GTC, Vicoland may either, at its own discretion, (a) charge the User the Platform services fee described under item 8.1 of these GTC if a Project Contract or Subcontractor Agreement or a contract concerning the performance of a similar service was concluded between the User and the Vicoland Contact, or (b) charge the User the Conversion Fee, as outlined in 13.3. but without the right for the User to demand a Staggered Conversion Fee. This does not affect the right of

Vicoland to charge the User for all losses, costs and reasonable expenses (including attorneys' fees) related to investigating such breach of contract and collecting such fees.

- 13.5 Users agree to notify Vicoland immediately if a Vicoland Contact, in violation of item 13.1 of these GTC, suggests a Circumvention to the User.

14. AMENDMENTS TO THESE GTC

Vicoland reserves the right to amend these GTC at any time and without giving reason with future effect. The amended provisions shall be sent to the email address associated with the account of each User no later than two weeks before they are due to come into effect. The amendments shall be deemed accepted if no objections are raised to them in writing within two weeks of notification thereof. The Users shall be expressly notified of this consequence when they are notified of the amendments.

15. TERM AND TERMINATION

- 15.1 When a User account is successfully activated and provided by Vicoland in accordance with the detailed provisions of item 4.1 of these GTC, an indefinitely applicable contract concerning use of the Platform in accordance with these GTC shall come into effect (the '**Licence Agreement**').
- 15.2 Vicoland can terminate the Licence Agreement at any time with a notice period of one (1) month by sending an email to the email address stored in the account of the User. Users can terminate the Licence Agreement at any time by deactivating their account.

- 15.3 This does not affect the right of both parties to terminate this Agreement without notice for good cause. In particular, Vicoland has good cause if the User infringes at least one of the provisions of item 5.5, 6.1, 7.1 or item 13.1 of these GTC.

16. MISCELLANEOUS

- 16.1 The application and interpretation of these GTC are subject exclusively to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1998.
- 16.2 The place of fulfilment is Frankfurt am Main. The exclusive place of jurisdiction for disputes with businesspeople, corporate bodies under public law and special funds under public law is also Frankfurt am Main.
- 16.3 These GTC represent the entire agreement and arrangement between the parties with regard to the subject matter of the contract and replace all verbal or written agreements or arrangements between the parties with regard to the subject matter of the contract.
- 16.4 Amendments and supplements to these GTC, including this written form requirement, must be made in writing in order to be effective. All other notifications in connection with this contract can, unless expressly agreed otherwise, be sent by email to the email addresses specified by the parties. However, notifications provided verbally and by phone are not sufficient.
- 16.5 If any provision of these GTC should be or become ineffective or null and void, either fully or in part, this shall not affect the effectiveness of the remaining provisions.

Price list to the General Terms and Conditions Vicoland

Last amended: 20/02/2025

A. TURNOVER DEPENDENT FEE FOR PLATFORM SERVICES

Vicoland is entitled to add fees to the offer of a Vico Lead before submitting an offer or change offer to a client. For this purpose, a percentage and, if applicable, a variable fee (together also called "**Vicoland Fees**") will be added to the prices of all offer items (including VAT) of the offer as follows:

- 12% (in words: twelve) percent if the Vico Lead won a Project via Vicoland or the Platform, as default
- 3.9% (in words: three point nine) percent if the Vico Lead brought his or her client to the Platform and only uses the Platform's toolset (Software as a Service), as default
- Service-specific fees, for example for insurance, factoring, or Vicoland as intermediary contractual party according to item 3 of these GTC, etc.

The Vicoland Fees are shown separately to the Vico Lead and are included in the total price for the Client as part of the respective offer milestone on the platform and are due upon acceptance of the respective offer milestone by the Client. Once the services are paid by the Client, the amount corresponding to the Vicoland Fees may be retained in favour of Vicoland.

Vicoland reserves the right to change the turnover-dependent Vicoland Fees for specific Projects or Clients and, thereby, to deviate from the default fees. These changes to the Vicoland Fees shall be visible to the Vico Lead before submitting an offer or changing an offer on an ongoing Project.

B. FEES FOR PROJECT SERVICES (VICOLAND AS PARTY TO THE PROJECT CONTRACTS)

Fees for Vicoland's provision of Project services under item 3 of the these GTC are specified in the Project Contracts.

C. OTHER FEES

The use of Vicoland is otherwise free of charge until further notice. Vicoland reserves the right to charge other or additional fees for the provision of individual services on the platform at a later date after prior notice.