

General Terms and Conditions of Trigonum GmbH Version 08/2026

Trigonum GmbH ("Trigonum") provides its services in accordance with these General Terms and Conditions ("GTC"). Should the client have its own terms and conditions, these shall not apply to this contract, even if Trigonum has not expressly objected to the client's terms and conditions. In this respect, the binding commissioning of Trigonum shall be deemed to constitute acceptance of these GTC.

§ 1 Subject Matter of the Contract

(1) These GTC apply to all contracts concluded with Trigonum which provide for the provision of services by Trigonum. The contractual services to be provided are set out in the scope of services specified in the relevant contract or in the agreements made on a case-by-case basis.

(2) Where Trigonum offers software products, it does so exclusively in the capacity of an intermediary. Upon conclusion of a software purchase or licence agreement, the relevant software manufacturer thereby becomes the client's contractual partner. Trigonum does not become a contractual partner and is not responsible for the fulfilment of obligations arising from the software purchase or licence agreement, unless this is specifically agreed in a separate contract.

§ 2 Services

(1) Trigonum shall provide its services in accordance with the principles of proper professional practice, taking into account the recognised state of the art in the relevant technical and scientific fields applicable at the time the contract is concluded.

(2) Trigonum may provide its services through qualified employees or third parties (subcontractors). However, it is responsible for ensuring that the required number of employees or third parties is available at the time the services are provided. Insofar as the use of third parties results in additional costs for the client, the client must give its prior consent.

(3) Services shall be provided, at Trigonum's discretion, either at the Client's premises or at Trigonum's own business premises during normal business hours. The persons deployed by Trigonum to provide the services shall not enter into an employment relationship with the Client and shall not be subject to the Client's authority to issue instructions. This applies in particular where persons deployed by Trigonum provide the services on the Client's premises.

(4) Upon conclusion of the contract, Trigonum shall designate a designated contact person for the client. Should this contact person subsequently become unavailable for health, operational or employment law reasons, Trigonum shall immediately designate a new contact person with equivalent qualifications and

ensure that this person is fully informed of the project's status.

(5) Trigonum provides consultancy services only. Responsibility for the project and its success lies with the client, unless expressly stated otherwise in the scope of services.

(6) Consultancy services shall generally be provided in writing or in text form. Any deviating verbal statements or information (including those provided by employees or third parties) shall be non-binding, unless otherwise specified in the scope of services.

(7) Insofar as Trigonum carries out security checks, the client is hereby advised that such a check may result in the failure and necessary reinstallation of individual or all computers on the network, or in changes to the data stored, processed or transmitted.

§ 3 Obligations to cooperate

(1) To enable Trigonum to carry out the requested professional consultancy work, the Client is obliged to answer all questions from Trigonum as promptly, fully and accurately as possible. The Client shall provide any requested documents. Furthermore, the Client shall inform Trigonum, without being asked, of any circumstances that may be relevant to the proper performance of the contract.

(2) Insofar as Trigonum carries out work on the Client's premises, the Client shall provide, free of charge and during normal working hours, suitable workspaces with an adequate number of appropriately equipped workstations. The Client shall ensure that any documents used can be stored securely in the workrooms. Furthermore, the Client shall grant Trigonum free access to the IT systems, together with the necessary capacity, insofar as this is required for the provision of services.

(3) The Client shall immediately review interim results and interim reports to verify that the information contained therein regarding the company is accurate. Any necessary corrections and requests for amendments shall be communicated to Trigonum without delay.

(4) The Client shall appoint a responsible project manager to act as Trigonum's point of contact for the entire duration of the consultancy engagement. Section 2(4) shall apply mutatis mutandis. Where necessary (in case of doubt, Trigonum shall decide), the Client shall also make available its own sufficiently

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qualified staff to the extent required to assist with the work.

(5) The Client undertakes to carry out data backups at intervals customary for its sector.

§ 4 Remuneration

(1) Trigonum shall charge a fixed daily or hourly rate for the consultancy services, the amount of which shall be agreed in individual contracts. The agreed amount is exclusive of statutory value added tax.

(2) At the Client's request, Trigonum shall provide evidence of the work carried out.

(3) All invoices are due for payment without deduction no later than 15 calendar days after receipt. The Client may only set off claims against these invoices if such claims are undisputed or have been legally established. The Client may exercise a right of retention exclusively in respect of claims arising from the same contractual relationship.

(4) In the event of late payment by the client, Trigonum shall be entitled, without prejudice to any further rights, to withhold further services owed under the same contractual relationship until the client has made full payment, unless otherwise agreed in individual cases.

§ 5 Travel and incidental expenses

Unless otherwise agreed with the client, Trigonum is entitled to reimbursement of all incidental costs and expenses incurred in the course of performing the contract, at the usual and reasonable rate, plus statutory value added tax. The provisions set out in § 4 also apply to these incidental costs and expenses.

§ 6 Rights of Use to Works

(1) Insofar as copyright-protected works are created in the course of the consultancy services provided by Trigonum (e.g. software, presentations, concepts, drawings, designs, documentation), the client shall be granted a non-exclusive and non-transferable right to use the resulting works for the duration of the contract, in accordance with the purpose of the contract.

(2) Insofar as Trigonum utilises its own protected know-how and its own protected works (concepts, databases, methods, results, software, such as *TRIGovernance*, etc.) in the course of performing the contract, the rights thereto shall remain solely with Trigonum, and the Client shall be granted, for the duration of the contract, simple, non-transferable rights to use these works within the scope of the purpose of the contract.

§ 7 Warranty, Liability

(1) In the event of defective performance by Trigonum, the client's rights shall initially be limited to rectification within a reasonable period. If rectification fails even after a further grace period has been set, the client shall be entitled – without prejudice to any rights under the following paragraphs – to a reduction in the remuneration. Such a reduction shall in each case be limited to the remuneration that would have been payable for the defective service had it been free from defects. In the event of a reduction, the Client may reduce the remuneration owed to a maximum of half. If it is unreasonable for the Client to continue with this contract, the Client may, instead of reducing the remuneration, withdraw from this contract. Insofar as the above provisions contain a limitation of the Client's statutory rights in the event of defective performance, the above provisions shall not apply if the Client would, in good faith, be unreasonably disadvantaged by the application of these provisions.

(2) Trigonum shall be liable to the client, or to any third parties covered by the protective effect of this contract, for damages for which it is responsible – regardless of the legal basis – only if the damage

a) has been caused by a culpable breach of an essential contractual obligation, the fulfilment of which is indispensable for the proper performance of the contract and on the observance of which the Client was entitled to rely (cardinal obligations), or in a manner that jeopardises the achievement of the purpose of the contract

or

b) is attributable at least to gross negligence on the part of Trigonum or its legal representatives or vicarious agents.

(3) Where Trigonum is liable without there being gross negligence or wilful misconduct, such liability shall be limited to the extent of damage which the liable party could typically have foreseen at the time the contract was concluded, based on the circumstances known to them at that time.

(4) Trigonum has taken out insurance which also covers the client's financial losses in the event of liability. Trigonum shall provide the client with evidence of the nature and scope of the insured risk by presenting its public liability insurance policy. The parties agree that the insurance cover includes the typically foreseeable damage (§ 7(3)) arising from the consultancy services. Should the Client be of the opinion that the typically foreseeable loss exceeds Trigonum's existing insurance cover, it may submit a declaration to that effect within 14 days of the conclusion of the contract. Trigonum shall draw the

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Client's attention to this separately upon conclusion of the contract.

(5) If, before or during a specific consultancy service, a party becomes aware of a particularly high risk of damage occurring or a risk of particularly high damage occurring, that party is obliged to notify the other party of this circumstance within 7 days. In this case, Trigonum shall cover the risk separately under its public liability insurance; the client shall bear the additional premiums.

(6) In the event of data loss, the parties agree that the typically foreseeable loss relates to the costs required to restore the data, provided the Client has carried out proper data backups. Should the Client consider that the typically foreseeable damage exceeds this amount, it may submit a statement to that effect within 14 days of the conclusion of the contract. Trigonum shall draw the Client's attention to this separately upon conclusion of the contract.

(7) The limitations of liability set out in Section 7(2) to (6) shall apply mutatis mutandis in favour of Trigonum's vicarious agents.

(8) None of the above limitations of liability shall apply in the event of mandatory statutory liability provisions (for example, under the Product Liability Act) or in the event of injury to life, limb or health.

§ 8 Confidentiality, Data Protection

(1) The parties undertake to maintain confidentiality regarding any confidential information relating to the other party and to use such information solely for the purposes of carrying out the collaboration and achieving the objectives thereof.

(2) 'Confidential information' means all facts, assessments, documents, data and other information and details – in particular, but not exclusively, technical information such as methods (including *TRIGovernance*, etc.), processes, formulas, techniques and inventions, and commercial information such as customer lists, pricing and financial data, as well as sources of supply – which relate to the current and/or future operational and business activities of the disclosing party (or an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG)) and which have been or will be communicated, made available, otherwise disclosed to the respective receiving party by the other, disclosing party, or collected, produced or processed and secured by the respective receiving party on behalf of the disclosing party.

(3) The obligation of confidentiality does not extend to information which, at the time of disclosure, (a) was already known to the relevant receiving

party or to the general public without any breach of a confidentiality agreement, (b) had been developed by the respective receiving party independently of the disclosure, or (c) is required to be disclosed by the respective receiving party in accordance with statutory provisions or official orders. In the latter case, the parties shall, as far as possible, inform each other without delay prior to the disclosure of the confidential information and agree on the further course of action. The burden of proof regarding the existence of the exceptions set out in §8 (3) shall rest with the respective receiving party.

(4) If confidential information is disclosed to a contracting party by a third party, it must notify the other party of this in writing. The parties shall not utilise such information without the consent of the other party.

(5) The parties are aware that a significant proportion of their mutual communication will also take place in unencrypted electronic form (e.g. email) and waive any claims against the other party arising from the security vulnerability this may create.

(6) The parties undertake to comply with all relevant data protection regulations in the course of their cooperation and, where necessary, to conclude all contracts required under data protection law.

(7) In the event of the processing of information and data belonging to Trigonum GmbH, measures in accordance with the ['Security Measures for Contractors' Directive](#) must be implemented. The current version of the Directive can be found on our website www.trigonum.de.

§ 9 Use of Artificial Intelligence

(1) Trigonum may use functions based on artificial intelligence ('AI') in connection with individual products or services. The use of such AI-supported functions shall be indicated in the relevant product or in the service description.

(2) AI-supported functions serve, in particular, to assist with the processing, structuring, analysis or answering of enquiries based on data sources intended for this purpose. Unless expressly stated otherwise, no automatic searches are carried out on the open internet. The underlying data sources, modes of operation and any restrictions are set out in the relevant product or service description.

(3) AI-generated content, analyses, information or recommendations are based on automated, algorithmic processes. They may be incomplete, incorrect or unsuitable for the specific application. They do not constitute definitive professional, legal, medical, financial or any other binding advice. The client remains solely responsible for the review,

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assessment and use of the AI-generated results, as well as for any decisions based thereon.

(4) Trigonum gives no guarantee that AI-generated results are correct, complete, up to date or suitable for a specific purpose, unless expressly agreed otherwise. Trigonum's liability is otherwise governed by Section 7 of these General Terms and Conditions.

(5) When using AI-supported functions, personal data shall be processed only in accordance with the applicable data protection regulations. In addition, Section 8 of these General Terms and Conditions and the relevant data protection notices issued by Trigonum shall apply. Where service providers or subcontractors are engaged for the operation of AI-supported functions, their involvement shall take place in compliance with the applicable data protection requirements.

(6) Trigonum is entitled to further develop, exchange or replace the technologies, models, interfaces or service providers used for AI-supported functions, provided that this does not result in the contractually agreed service level being significantly undercut. The client shall be informed in an appropriate manner of any significant changes that affect usage or data processing.

(7) The availability of AI-supported functions may depend on the provision of technical interfaces, models or services by third parties. In the event of permanent unavailability, a material change or the discontinuation of such third-party services, Trigonum shall be entitled to replace the affected AI-supported function with an equivalent solution or, if no such solution is available with reasonable effort, to discontinue the function after giving reasonable notice.

(8) The use of AI-supported functions for high-risk areas, in particular for medical diagnoses, legally binding decisions in individual cases, decisions having a significant impact on natural persons, or financial risk assessments, is only permitted if this has been expressly agreed in the contract and the applicable legal requirements are complied with. Any use deviating from this is at the Client's own risk.

§ 10 Term, Termination

(1) The contract shall end at the close of the day on which the parties have fully performed their respective obligations.

(2) The consultancy contract may be terminated by either party subject to a notice period of three months to the end of any calendar month, with the first termination taking effect at the end of the following calendar month. Any notice periods agreed otherwise (for example, in consultancy contracts or individual assignments) shall take precedence.

(3) The right to terminate the contract for cause remains unaffected.

(4) Notice of termination must be given in writing. Furthermore, ordinary termination does not require any reason to be given.

(5) In the event of termination, Trigonum shall be entitled to remuneration for the services rendered under the contract up to the date on which the termination takes effect. Where the client provides evidence that these services are of no use to them or are of no interest to them, such remuneration shall not be payable, provided that such evidence is received by Trigonum within 3 weeks of the notice of termination being given.

(6) The provisions of this paragraph shall apply only in so far as no deviating provisions have been agreed in individual contracts.

(7) The parties' obligation to maintain the confidentiality of confidential information within the meaning of § 8 shall apply for a period of five years following the termination of the contractual relationship between the parties.

§ 11 Competition

Both parties undertake to act in good faith towards one another and shall refrain from poaching the other party's employees or from taking equivalent measures, whether directly or indirectly.

§ 12 Place of Performance and Jurisdiction

(1) The place of performance for all contractual obligations to be fulfilled by Trigonum is Hamburg, unless otherwise agreed.

(2) The place of jurisdiction for all contractual disputes shall be Hamburg, provided that both parties are traders.

§ 13 Final Provisions

(1) Amendments and additions to this contract shall only be valid if they have been agreed in writing or mutually confirmed in writing.

(2) Any assignment of rights under this contract is only permissible with the prior written consent of Trigonum.

(3) Should any provision of this contract, for whatever legal reason, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision, or to fill the gap, the parties undertake to agree on an appropriate provision which, as far as legally possible, comes closest to what the contracting parties would have intended had they taken that point into account.

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