

General Terms and Conditions (GTC)

of the

valitool GmbH

(Schlunkweg 58, 50374 Erftstadt)

(Status: August 2026)

These General Terms and Conditions are drawn up in German and may be made available in additional language versions for informational purposes. In the event of any discrepancies, differences in interpretation, or inconsistencies between the language versions, the German version shall be solely authoritative and binding.

1. Scope of application, definitions

1.1 These General Terms and Conditions (GTC) apply to all contracts and business relationships between valitool GmbH (hereinafter “valitool”) and its customers. They govern, among other things, the licensing of the “valitool®” software as well as the provision of consulting services in the field of digitalization and e-invoicing processes and other electronic business documents. They are intended exclusively for entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) or legal entities under public law and do not apply to consumers within the meaning of Section 13 BGB.

1.2 Any deviating or conflicting terms and conditions of the customer shall not become part of the contract unless valitool expressly agrees to their applicability in text form. This shall also apply if valitool, with knowledge of deviating terms and conditions, performs or accepts services without reservation. The version of these GTC valid at the time the contract is concluded shall always apply unless otherwise agreed.

1.3 Individual agreements and specific provisions in orders or order confirmations (e.g. project or license agreements) shall take precedence over these GTC insofar as they expressly deviate from or supplement these GTC. To the extent that the individual agreements contain no provisions to the contrary, the provisions of these GTC shall apply additionally. Amendments to these GTC shall be communicated to the customer in text form in due time, at least two weeks before they enter into force; if the customer does not object in text form within this period, the amendments shall be deemed accepted.

2. Subject and structure of the GTC

2.1 These GTC contain, on the one hand, provisions applicable to all business relationships between valitool and the customer and, on the other hand, specific provisions for license

agreements and consulting agreements. In particular, they include provisions governing the use of the “valitool” software, the provision of consulting services, payment terms and liability. In each individual case, it must be determined whether and to what extent the provisions relating to licenses (see Section 6) or consulting services (see Section 7) apply.

2.2 In cases where valitool enters into both a license agreement for the “valitool” software and a separate consulting agreement with the customer, the respective specific provisions shall apply alongside each other. The specific scope of the license and the consulting services shall be determined by the individual contract, order or order confirmation. These GTC serve as the general basis; in the event of contradictions, the individual agreements between the parties shall take precedence.

2.3 References in these GTC to statutory provisions are made for clarification purposes only. The respective provisions of the German Civil Code (BGB) and other applicable laws shall apply unless otherwise provided in these GTC or in individual agreements. All headings used in these GTC are for convenience only and shall have no independent regulatory effect.

3. Conclusion of contract

3.1 A contract between valitool and the customer is concluded either by direct order confirmation (in written form or text form, as agreed), by signing a separate contractual document, or by valitool commencing performance of the services. As a rule, valitool submits an offer to the customer, which the customer may accept within the period stated. If the customer accepts the offer late or with deviations, this shall constitute a new offer which must in turn be confirmed by valitool in text form.

3.2 Offers made by valitool are subject to change and non-binding unless the offer documents state otherwise. Information contained in catalogues, brochures or other informational materials does not constitute a binding description of services unless expressly designated as binding. Oral commitments and ancillary agreements shall only be effective if expressly confirmed by valitool in text form.

3.3 Amendments and supplements to an existing contractual relationship shall only be effective if expressly agreed in text form, unless these GTC or an individual agreement expressly provide for another form. Oral ancillary agreements shall only become effective once they have been confirmed in text form.

4. Prices and payment terms

4.1 The prices for the services offered by valitool, in particular for the “valitool” software license and for consulting services, shall be specified either in the specific order or in an order confirmation in text form. Unless otherwise stated therein, all prices are net prices plus statutory value added tax at the applicable rate. Discounts, cash discounts or other concessions require an express agreement in text form.

4.2 Unless otherwise agreed, invoices issued by valitool shall be due for payment without deduction within fourteen (14) days from the invoice date. Receipt of payment by valitool shall be decisive. In the event of delayed payment, valitool shall be entitled to charge default interest at a rate of nine (9) percentage points above the applicable base interest rate (Section 288 (2) BGB), without prejudice to the right to prove higher damages.

4.3 For longer-term projects, in particular extensive consulting services or recurring license fees, valitool may demand partial and advance payments in accordance with the progress of the project or an agreed payment schedule. If the customer is in default with a due payment, valitool shall be entitled, following notice in text form, to refuse further performance or suspend the customer's use of the software until all amounts due have been paid.

4.4 The customer may set off claims against claims of valitool only with counterclaims that have been finally adjudicated or are undisputed. The customer shall have a right of retention only insofar as it is based on the same contractual relationship and the underlying counterclaim has been finally adjudicated, is undisputed or is ready for adjudication. The parties may deviate from this by express agreement in text form.

4.5 If the customer remains in default with its payment obligation for more than thirty (30) days, valitool shall be entitled to terminate the contract for cause and claim damages, provided that continuation of the contractual relationship can no longer reasonably be expected of valitool. The assertion of further claims arising from payment default shall remain unaffected. Termination shall be permissible in particular where continuation of the services would impose an additional economic burden on valitool caused by the default.

5. Liability and Warranty (General Provisions)

5.1 valitool shall have unlimited liability towards the customer in cases of intent and gross negligence. In the event of a slightly negligent breach of material contractual obligations (cardinal obligations), valitool shall be liable in principle; however, in such case liability shall be

limited to the foreseeable damage typical for the contract. Material contractual obligations are obligations whose fulfilment is essential for achieving the purpose of the contract and on whose compliance the customer may regularly rely.

5.2 The above limitations of liability shall not apply where express guarantees have been assumed or in the event of injury to life, body or health. Furthermore, claims by the customer under the German Product Liability Act shall remain unaffected. To the extent that valitool is liable for slight negligence, such liability shall be limited to the amount covered by the business liability insurance, provided that such limitation is legally permissible.

5.3 valitool shall be liable for the loss of data and programs only to the extent that such loss could not have been avoided by reasonable and appropriate data backup measures on the part of the customer. The customer is obliged to perform regular data backups and to take the current state of the art into account in order to minimize the risks of data loss. In the event of data loss, valitool's liability shall be limited to the expenses that would have been incurred had proper data backups been available.

5.4 In addition, claims by the customer for compensation for consequential damages (e.g. loss of profit, production downtime or reputational damage) are excluded unless valitool acted intentionally or with gross negligence. Any contributory negligence on the part of the customer shall be taken into account in determining valitool's liability. These provisions shall likewise apply to claims against valitool's legal representatives, employees or other vicarious agents.

5.5 If defects occur in services provided or software supplied by valitool, the customer must notify valitool of such defects without undue delay in a comprehensible form. The customer is obliged to cooperate in remedying defects. Further details regarding warranty are set out in Section 6 with respect to the software license and in Section 7 with respect to consulting services.

5.6 valitool shall at no time be liable for binding statements made by software components unless a separate agreement exists in this respect. The output of valitool cannot replace tax or legal advice. valitool shall not be liable for damages or fines resulting from the use of the valitool software unless such damage was caused by gross negligence and insofar as this limitation of liability is legally permissible.

6. License agreement: Provision of the software “valitool”

6.1 This section concerns the license agreement for the use of the “valitool” software, which valitool makes available to the customer for a fixed or indefinite period under the agreed conditions. The scope of the right of use shall primarily be determined by the individual order, which specifies, for example, the number of licenses, the term and other specifications. Unless otherwise agreed in written form, valitool grants the customer a non-exclusive, non-transferable right to use “valitool”, limited in time to the duration of the respective contract.

6.2 All copyrights and industrial property rights in “valitool” shall remain with valitool. The customer is not entitled to reproduce, distribute, make publicly available, rent or lease the software unless this is permitted by mandatory statutory provisions (e.g. Section 69d of the German Copyright Act (UrhG)) or expressly agreed in the order. Decompilation, reverse translation (reverse engineering) and other forms of modification are permissible only within the scope of statutory exceptions or require valitool's prior written consent.

6.3 The customer shall ensure that the agreed system requirements for “valitool” are met within its IT infrastructure and that installation or implementation can be carried out without disruption. valitool may provide technical support to the customer as required, without thereby owing a successful result, unless otherwise agreed. The customer is also obliged to document defects and error messages without undue delay and make them available to valitool so that any disruptions can be remedied.

6.4 With regard to liability for defects, the provisions governing liability for defects under German lease law (Sections 535 et seq. BGB) shall in principle apply to the license agreement. Strict liability pursuant to Section 536a (1), first alternative, BGB for defects in the software existing at the outset is excluded to the extent legally permissible. In the event of a defect, valitool shall, at its discretion, be entitled to remedy the defect by providing an update, patch or new program version. If rectification or replacement repeatedly fails, the customer may terminate the contract and demand an appropriate reduction in remuneration.

6.5 The license agreement for “valitool” may be terminated in accordance with the agreed term. In the case of indefinite licenses, ordinary termination is possible only subject to three months' notice to the end of a calendar month, unless a different notice period has been agreed. Upon termination of the license agreement, all rights of the customer in the software shall expire. The customer is obliged to uninstall “valitool” completely and to delete or return to valitool all copies, including any backup copies, and, upon request, to confirm this in text form.

7. Consulting services: service contract

7.1 valitool provides consulting services in the form of service contracts under which no specific result is owed, but only the performance of the agreed services to the best of its knowledge and belief. Depending on the agreement, consulting services may include, for example, digitalization consulting, e-invoicing workflows, process optimization or other individual support services. The precise content, objectives and expected duration of the consulting services shall be recorded in the order or in an order confirmation in text form. Under no circumstances shall valitool or valitool software programs, such as the “valitool” tool, provide legal or tax advice. Unless separately agreed otherwise, this shall always constitute an automated response based on proven algorithms, which, in case of doubt, cannot replace legal advice.

7.2 The customer shall provide valitool in good time with all information, documents and access rights relevant to the consulting services. Proper and efficient consulting requires the customer to disclose its internal business processes to an appropriate extent and to answer questions comprehensively. valitool shall not be liable for consulting errors resulting from incomplete or incorrect information provided by the customer.

7.3 Consulting services shall generally be remunerated on an hourly or daily rate basis unless otherwise agreed. Depending on the progress of the project, valitool may invoice advance payments, in particular where the consulting phase extends over several months. The consulting obligations shall end upon expiry of the contractually agreed period or upon proper termination, whereby no result within the meaning of a contract for work and services is owed.

7.4 If the customer breaches material obligations to cooperate, in particular by withholding required information or providing it late, valitool shall be entitled to withdraw from the contract if it cannot reasonably be expected to remain bound by the contract. In such case, valitool shall retain its claim to remuneration for services rendered up to the time of withdrawal. Further claims, for example due to delay or additional expenses, shall remain reserved insofar as these are attributable to fault on the part of the customer.

7.5 Early termination of the consulting agreement is possible for services that cannot be continued pursuant to Section 627 BGB, unless otherwise agreed in text form. In the event of justified termination, valitool may invoice the remuneration for services already rendered and, where applicable, claim reasonable compensation for lost fees if it had reserved its capacities exclusively for the customer.

8. Data protection, secrecy and confidentiality

8.1 When handling the customer's personal data, valitool shall comply with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). All data collected shall be processed or used only for the respective purpose and within the scope of the specific contractual relationship. Data shall be disclosed to third parties only where legally permitted or where the customer has expressly consented. In addition, the provisions of a separately provided privacy policy shall apply, which may form part of these GTC or to which reference shall at least be made.

8.2 In particular when using the “valitool” software, valitool may, depending on the agreement, have access to certain customer data, including invoice data, business analyses or other confidential information. In order to ensure comprehensive protection of such data, the parties shall enter into a **non-disclosure agreement (NDA)** in addition to these GTC, containing further provisions on data protection and confidentiality. This NDA specifies the obligations of both parties and sets out the technical and organizational measures by which valitool protects the customer's data.

8.3 Both parties undertake to treat as strictly confidential all information and documents of the other party obtained in connection with the contractual relationship that are marked as confidential or, by their nature, are to be regarded as business or trade secrets. Disclosure to third parties shall be permitted only insofar as this is necessary for performance of the contract or is required by law. This confidentiality obligation shall continue beyond the end of the cooperation and shall be further detailed by the provisions of the separate NDA.

8.4 The customer is obliged to inform valitool without undue delay if data protection issues arise in connection with the use of “valitool” or if a personal data breach is threatened or has already occurred. In such cases, both parties are obliged to cooperate closely in order to minimize any risks or damage and to comply with legal requirements. The specific measures to be taken are generally determined by the NDA and the applicable laws.

8.5 In the event of a breach of the provisions on data protection, non-disclosure or other confidentiality obligations set out in this Section, valitool may withdraw from the contract or terminate it for cause if the breach is of material significance. This shall not exclude further claims for damages or other statutory claims. The customer shall be liable to valitool for damages arising as a result of a breach of duty by the customer or its vicarious agents, provided that the customer is at fault.

9. Term and termination

9.1 The term for use of the “valitool” software shall be determined by the respective license agreement or order. In the case of license agreements of indefinite duration, either party may ordinarily terminate the agreement by giving three (3) months' notice to the end of a calendar month, unless otherwise agreed. Termination may be declared in text form, in particular by e-mail, or via a termination function made available by valitool for this purpose on the license server. If termination is declared via the license server, the customer shall receive confirmation of the termination by e-mail.

9.2 Unless otherwise stipulated in the order, consulting agreements are service contracts concluded either for an indefinite period or for a specified project period. In the case of an indefinite contractual term, either party may ordinarily terminate the agreement by giving four (4) weeks' notice to the end of a calendar month, unless a different notice period has been agreed. The right to extraordinary termination for good cause shall remain unaffected.

9.3 Good cause shall exist in particular where, taking into account all circumstances and weighing the interests of both parties, one party can no longer reasonably be expected to continue the contractual relationship. Such cause may exist, among other things, in the event of repeated or material payment default, breaches of confidentiality obligations, the opening of insolvency proceedings over the assets of a party or comparable serious breaches of duty. The relevant reasons must be stated in the notice of termination.

9.4 Upon a termination of the license agreement for “valitool” becoming effective, all rights of the customer in the software shall expire. The customer must uninstall “valitool” without undue delay and delete or return to valitool all copies of the software, including backup or archive copies. Any further use of the software after termination of the license relationship is prohibited and may give rise to claims for damages.

9.5 In the event of ordinary or extraordinary termination of consulting agreements, the customer's obligation to pay the fees accrued up to the time the contract ends shall remain unaffected. Any advance payments or instalments made shall be credited against the services rendered, while overpayments shall be refunded. Further claims, in particular claims for damages, shall remain unaffected insofar as the termination is based on a breach of duty by one of the parties.

10. Final provisions

10.1 The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall apply only to the extent that it does not restrict any mandatory consumer protection provisions of the state in which the customer has its habitual residence or registered office, insofar as that state provides for mandatory consumer protection provisions (although this will generally not be applicable here, as services are provided only to entrepreneurs).

10.2 If the customer is a merchant within the meaning of the German Commercial Code or has no general place of jurisdiction in Germany, the place of performance and place of jurisdiction for all disputes arising out of or in connection with these GTC and the contracts concluded shall be valitool's registered office in 50374 Erftstadt. However, valitool shall also be entitled to bring an action against the customer at the customer's general place of jurisdiction if there is an objective reason or special interest for doing so.

10.3 Any waiver by valitool of the assertion of rights under these GTC shall not be construed as a permanent waiver of the exercise of such rights. If any provision of these GTC is or becomes invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory provisions that most closely reflect the meaning and purpose of the invalid provision.

10.4 Unless these GTC or an individual agreement expressly provide for another form, declarations having legal effect, amendments, supplements and other notices may be made in text form. Section 1.3 shall additionally apply to amendments to these GTC.

10.5 If individual provisions of these GTC are modified or supplemented by special agreements between valitool and the customer (e.g. NDA, separate license agreement or individual consulting agreement), the remaining provisions of these GTC shall remain unaffected. To the extent of any overlap, the individual provisions in the respective contract shall take precedence, provided that they have been expressly agreed in text form or in the stricter form expressly prescribed for the respective provision.

Erftstadt, August 2026

valitool GmbH

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