

General Terms and Conditions (GTC)

of TekkMinds AG – revised version, as of June 2026

1. Scope of Application

1.1 These General Terms and Conditions (GTC) apply to all contracts, deliveries and other services between TekkMinds AG (hereinafter the “Provider”) and its business customers (hereinafter the “Customer”). The GTC apply exclusively to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). These GTC apply exclusively to contracts with TekkMinds AG, having its registered office in Munich; separate terms apply to contracts with affiliated companies, in particular TekkMinds Schweiz AG.

1.2 Deviating or supplementary terms of the Customer shall only become part of the contract if the Provider expressly consents to their application in text form. This shall also apply where the Provider renders the service without reservation in the knowledge of the Customer’s conflicting terms.

2. Subject Matter of the Contract

2.1 The Provider renders services in the field of software development as well as related services such as maintenance, support and consulting.

2.2 The specific contents, requirements and objectives of the services shall be set out in individual contracts, orders or service descriptions.

3. Offer and Conclusion of Contract

3.1 Offers made by the Provider are subject to change and non-binding, unless they are expressly designated as binding.

3.2 A contract shall only come into effect upon confirmation of the offer in text form by the Customer or upon commencement of the rendering of services by the Provider.

4. Scope of Services and Customer’s Duties to Cooperate

4.1 The Provider renders the services in accordance with the agreed scope and schedule. Changes or extensions require a separate agreement.

4.2 The Customer undertakes to provide all necessary information, access and resources required for the proper rendering of the services.

4.3 Delays attributable to the Customer’s failure to cooperate shall extend the agreed deadlines accordingly; any statutory claims of the Provider remain unaffected.

4.4 Insofar as work performances (Werkleistungen) are the subject of the contract, the Customer shall accept them without undue delay after completion and provision; acceptance may not be refused on account of immaterial defects. If, after completion, the Provider has set the Customer a reasonable period – but at least 14 days – for acceptance, and the Customer does not refuse acceptance within this period in text form stating at least one defect, the service shall be deemed accepted. Deemed acceptance is equivalent to express acceptance.

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CEO

Florian Öhlschlegel, Thimo Koenig
SUPERVISORY BOARD CHAIRMAN
Hendrik Höfer

5. Remuneration and Payment Terms

5.1 The remuneration is based on the prices agreed in the contract or offer, plus statutory value-added tax.

5.2 Invoices are payable within 14 days of the invoice date without deduction.

5.3 In the event of late payment, the Provider is entitled to charge default interest at a rate of 9 percentage points above the base interest rate. The assertion of further damages caused by default remains unaffected.

6. Rights to Work Results

6.1 Unless otherwise agreed, the Provider grants the Customer a non-exclusive, non-transferable right of use to the work results.

6.2 Ownership rights and copyright in developed software remain with the Provider, unless a different written agreement has been made.

7. Warranty and Liability

7.1 The Provider warrants that the services rendered are free from defects that impair their contractual use.

7.2 If the Customer is a merchant, the commercial duties of inspection and notification of defects (Section 377 of the German Commercial Code, HGB) apply additionally. Obvious defects must be reported to the Provider in text form without undue delay after they become apparent. In all other respects, the statutory warranty rights remain unaffected.

7.3 The Provider is liable without limitation for damages arising from injury to life, body or health that are based on a negligent or intentional breach of duty by the Provider, its legal representatives or vicarious agents, as well as for damages covered by liability under the Product Liability Act (Produkthaftungsgesetz).

7.4 For other damages, the Provider is liable without limitation only in cases of intent and gross negligence, including that of its legal representatives and vicarious agents.

7.5 In the event of a slightly negligent breach of material contractual obligations (cardinal obligations) – i.e. obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely – liability is limited in amount to the foreseeable damage typical for the contract.

7.6 In all other respects, liability for damages caused by slight negligence is excluded.

7.7 Liability arising from the assumption of a guarantee as well as for fraudulently concealed defects remains unaffected. The foregoing provisions do not entail any change in the burden of proof to the Customer's detriment.

8. Confidentiality and Data Protection

8.1 Both parties undertake not to disclose to third parties confidential information that becomes known in the course of the cooperation.

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8.2 The Provider processes personal data exclusively within the framework of the applicable data protection laws and only for the performance of the contract. Insofar as the Provider processes personal data on behalf of the Customer, the parties shall conclude a data processing agreement pursuant to Article 28 of the GDPR.

9. Use of AI-Assisted Development Tools

9.1 As part of its development process, the Provider uses AI-assisted development tools (e.g. Cursor or Claude Code) in a data-protection-compliant configuration in order to improve the efficiency and quality of its services.

9.2 Through technical and contractual measures – in particular zero-data-retention agreements with the respective model providers – the tools used ensure that the Customer's data is not used for the training or fine-tuning of AI models. Insofar as required for individual functions, content may be processed temporarily in order to provide the service; use for training or fine-tuning purposes does not take place at any time. By means of appropriate technical and organizational measures – in particular by concluding zero-data-retention agreements with the respective model providers used – the Provider takes precautions which, in accordance with the agreements concluded with these providers, are designed to prevent the use of Customer data for the training or fine-tuning of AI models. The Provider documents the relevant contractual bases towards the Customer upon request and keeps them up to date.

Insofar as individual functions technically require temporary processing of content for the rendering of services, the use of such content for training or fine-tuning purposes is excluded in accordance with the agreements concluded with the respective model providers. The Provider undertakes to inform the Customer without undue delay if such an agreement with a model provider ceases to apply, is materially amended or is no longer enforceable for any other reason.

9.3 Insofar as personal data is processed in this context, this is done only on the basis of an agreement meeting the requirements of the GDPR (in particular Article 28 of the GDPR) and in compliance with the conditions for any transfers to third countries (Articles 44 et seq. of the GDPR). The confidentiality obligations under Section 8 apply accordingly to the tools and services used.

9.4 The Provider coordinates the specific selection and configuration of the tools with the Customer's internal requirements where necessary. The Provider transmits data marked as confidential or particularly sensitive to external services only if the Customer has consented to this or if it has been contractually agreed.

10. Contract Term and Termination

10.1 Contracts with a fixed term end automatically upon expiry of that term.

10.2 Contracts for an indefinite period may be terminated with three months' notice to the end of the month, unless a deviating arrangement has been made.

10.3 The right to extraordinary termination for good cause remains unaffected.

11. Final Provisions

11.1 German law applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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11.2 The place of jurisdiction for all disputes arising out of or in connection with this contract is the registered office of the Provider, provided that the Customer is a merchant.

11.3 Should individual provisions of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the statutory provisions (Section 306 (2) of the German Civil Code, BGB).

Munich, 01.06.2026

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