

ALLGEMEINE GESCHÄFTSBEDINGUNGEN

Artefaktum Advisory Services SL

1. Scope of Application

These Business Terms and Conditions ("Terms") apply to all services provided by Artefaktum Advisory Services SL, Ave de Tirajana 37, 35100 Maspalomas, Las Palmas de Gran Canaria, Spain ("Artefaktum"), to entrepreneurs, companies, authorities, public-sector clients, organisations, institutional clients and other professional customers ("Customer").

These Terms apply in particular to advisory, analysis, project management, security, defence, intelligence, cyber security, IT, data protection, compliance, due diligence, programme management, concept development, organisational, classification, information protection and other professional services.

Any deviating, conflicting or supplementary terms of the Customer shall not apply unless Artefaktum has expressly agreed to them in writing. Acceptance of an order, performance of services or receipt of payment by Artefaktum shall not constitute acceptance of the Customer's terms.

2. Contract Documents and Order of Precedence

The contractual relationship shall be based on the following documents in the following order of precedence:

an offer, statement of work, order form, service description or contract confirmed by Artefaktum;

any special terms agreed in writing;

these Terms;

applicable law.

In the event of conflict, the more specific or individually agreed provision shall prevail over the

more general provision. Offers issued by Artefaktum are non-binding unless expressly stated to be binding.

3. Subject Matter of Services

Artefaktum provides professional advisory, analysis, concept, management, project, security, IT, cyber, defence, intelligence and organisational services in accordance with the agreed scope of work.

Unless a specific result has been expressly promised in writing, Artefaktum owes the provision of professional services, but not any specific economic, technical, regulatory, governmental, security-related or operational outcome.

Assessments, evaluations, recommendations, classifications, risk analyses, security assessments and project proposals are based on the information available to Artefaktum at the relevant time. They do not replace any governmental decision, legal advice, tax advice, technical certification or official approval.

4. Customer Cooperation Duties

The Customer shall provide Artefaktum in a timely, complete and accurate manner with all information, documents, access, contacts, decisions, approvals and technical or organisational prerequisites required for the performance of the services.

The Customer is responsible for the accuracy, completeness, legality and currency of all information, data, documents, systems, access rights and assumptions provided by it.

Delays, additional effort, errors, additional coordination or restrictions caused by incomplete, delayed, incorrect or unlawful cooperation by the Customer shall be borne by the Customer and may be charged separately.

5. Fees, Daily Rates and Effort

Fees shall be determined by the relevant offer, contract, statement of work or agreed price list. Unless a fixed price has been expressly agreed, services shall be charged on a time-and-materials



basis according to the agreed hourly, daily or project rates.

Any effort estimates, timelines, budgets or planning values are estimates unless expressly identified as a binding fixed price or binding cap.

Travel time, waiting time, necessary coordination, documentation, preparation, follow-up, project steering, reporting and communication effort are chargeable unless expressly agreed otherwise.

Ancillary costs, travel, accommodation, subsistence, licence, tool, translation, procurement, courier, security, certification or other project-related costs shall be charged additionally where required for the services or caused by the Customer.

6. Payment Terms

All invoices issued by Artefaktum are due for payment within ten (10) calendar days from the invoice date without deduction.

Payments must be made in full, free of charges and without discount, retention, set-off, withholding or other deduction unless the Customer's counterclaim is undisputed or finally adjudicated.

All prices are net amounts plus VAT, value-added tax or comparable taxes where applicable. The Customer shall be in default upon expiry of the payment period without further notice.

In the event of late payment, Artefaktum may claim default interest, reminder fees, collection costs and all other costs caused by the default.

Where payments remain outstanding, Artefaktum may suspend ongoing services, deliveries, access, approvals, reports, workshops, deliverables or further project work until full payment has been received. Any resulting delay, additional effort or project risk shall be borne by the Customer.

7. Billing, Objections and Timesheets

Timesheets, activity reports or project reports shall be deemed accepted if the Customer does not object in text form with reasons within five calendar days of receipt.

Objections to invoices must be raised in writing and with sufficient detail within five calendar days of receipt of the invoice. If no timely objection is made, the invoice shall be deemed commercially accepted to the extent permitted by mandatory law.

Objections to individual invoice items do not entitle the Customer to withhold undisputed or unaffected amounts.

8. Dates, Deadlines and Delays

Dates and deadlines are binding only if expressly confirmed in writing as binding.

Deadlines shall be extended appropriately where delays result from missing Customer cooperation, unclear requirements, delayed decisions, changes in scope, force majeure, security approvals, third-party providers, authorities, technical dependencies or other circumstances not attributable to Artefaktum.

Artefaktum shall not be liable for delays caused by circumstances outside its own area of responsibility.

9. Changes in Scope

Changes, additions or extensions to the scope of services require coordination between the parties.

Artefaktum may charge additional effort caused by changed requirements, additional coordination, new facts, additional documentation, additional stakeholders, changes in legal or technical conditions or increased complexity separately.

Any originally agreed timeline shall be adjusted appropriately where the scope changes or additional Customer cooperation is required.



10. Subcontractors and Assistants

Artefaktum may involve suitable employees, consultants, affiliated companies, subcontractors or external specialists in the performance of the services, provided that legitimate Customer interests are preserved.

Artefaktum remains responsible to the Customer for proper performance unless otherwise agreed.

For security-sensitive, confidential or classified projects, Artefaktum may make the involvement of specific persons or entities subject to additional checks, approvals or security requirements.

11. Confidentiality

The parties shall keep the other party's confidential information confidential and use it only for the contractual purpose.

Confidential information includes, in particular, trade secrets, customer information, technical information, security concepts, defence or intelligence-related information, project information, prices, strategies, negotiations, contract contents, personal data, access data, protection-requirement information and all information that is confidential by nature.

The Customer shall not disclose, publish or use information about Artefaktum, its methods, employees, subcontractors, customers, mandates, concepts, procedures, security architectures or work results for reference, marketing, tendering or benchmarking purposes without Artefaktum's prior written consent.

12. Data Protection

The parties shall comply with applicable data protection law, in particular the EU General Data Protection Regulation where applicable.

Where Artefaktum processes personal data on behalf of the Customer, the parties shall enter into a

separate data processing agreement before such processing begins.

Where Artefaktum processes personal data as an independent controller, such processing shall be governed by Artefaktum's applicable privacy information.

The Customer is responsible for ensuring that the transfer of personal data to Artefaktum is lawful and that data subjects have been informed where required.

13. Security, Export Control and Compliance Requirements

The Customer is responsible for notifying Artefaktum in writing before the start of the services of any special security, classified-information, export-control, sanctions, classification, procurement, IT-security, data-protection or regulatory requirements.

The Customer shall ensure that Artefaktum does not receive any information, data, goods, technology, software, drawings, technical documents or other materials whose transfer, processing, storage or analysis would be unlawful.

Artefaktum may refuse, suspend or terminate an engagement where legal, security-related, compliance, export-control or reputational risks exist.

The Customer shall indemnify Artefaktum against claims, damages, fines, costs and expenses arising from unlawful, incomplete or undisclosed transfer of information, data, technology or materials by the Customer.

14. Work Results, Usage Rights and Intellectual Property

All rights in methods, frameworks, models, templates, tools, analyses, concept structures, documentation standards, know-how, experience, ideas, procedures, programmes, checklists and other pre-existing or generally developed Artefaktum materials remain with Artefaktum.



Upon full payment of all amounts due, the Customer receives a simple, non-exclusive and non-transferable right to use individually created work results for internal business purposes within the agreed project context.

Any disclosure, publication, modification, commercial exploitation, sublicensing or use outside the agreed purpose requires Artefaktum's prior written consent.

Artefaktum may reuse general know-how, methods, experience and abstract insights gained from projects, provided that no Customer confidential information is disclosed.

Usage rights in work results are reserved until all due amounts have been paid in full.

15. Customer Materials

The Customer retains all rights in materials, data, documents and information provided by it.

The Customer grants Artefaktum the right to use, analyse, edit, store, reproduce and internally share Customer materials to the extent required for the performance of the services.

The Customer warrants that Artefaktum's use of Customer materials does not infringe third-party rights and is lawful.

16. Professional Performance and Warranty

Artefaktum shall perform the services with reasonable professional care and in accordance with recognised professional standards.

Where services are defective and Artefaktum is responsible for the defect, Artefaktum shall first be entitled to rectify or re-perform the service.

Artefaktum gives no warranty for results dependent on Customer decisions, third-party providers, authorities, technical systems, data quality, market conditions, regulatory changes, adversary behaviour, attack methods or other external factors.

17. Limitation of Liability

Artefaktum shall be liable without limitation only for intent, gross negligence, injury to life, body or health and where mandatory law requires liability.

In cases of simple negligence, Artefaktum shall be liable only for breach of essential contractual obligations and only for typical, foreseeable damage.

To the extent legally permissible, Artefaktum's total liability arising out of or in connection with a contract shall be limited to the net fees actually paid by the Customer for the affected engagement, and in any event to the net fees paid for the affected engagement during the three months preceding the event giving rise to the claim.

To the extent legally permissible, Artefaktum shall not be liable for indirect damage, consequential damage, loss of profit, loss of revenue, production downtime, data loss, reputational damage, business interruption, loss of business opportunity, contractual penalties owed by the Customer to third parties or other indirect economic loss.

The limitations of liability also apply in favour of Artefaktum's directors, employees, subcontractors, consultants, affiliated companies and assistants.

18. Customer Indemnity

The Customer shall indemnify Artefaktum against third-party claims arising out of or in connection with information, data, materials, unlawful instructions, breaches of cooperation duties, data protection breaches, export-control violations, IP infringements or other breaches by the Customer.

The indemnity includes reasonable legal defence costs, adviser costs, court fees, settlement amounts, damages, fines and other expenses to the extent legally permissible.

19. Cyber Security and Security Services

For cyber security, security, penetration testing, red-team, threat-analysis, intelligence, OSINT, due-diligence or comparable services, the Customer



shall ensure all necessary authorisations, approvals, legal bases and system consents before the services begin.

The Customer confirms that Artefaktum is to analyse only systems, data, persons, organisations, networks or environments for which the Customer holds the necessary rights and approvals.

Artefaktum may refuse or stop services where there are doubts as to legality, authorisation or proportionality.

Security assessments are point-in-time assessments. They do not guarantee permanent security, complete identification of all vulnerabilities, exclusion of future attacks or absolute risk-free status.

20. References and Publicity

The Customer shall not publish or use Artefaktum's name, logo, trademarks, employees, project references, work results or mandate relationships without Artefaktum's prior written consent.

Artefaktum may refer to the Customer as a reference only with prior consent unless otherwise agreed in writing.

21. Personnel, Non-Solicitation and Project Protection

During the contract term and for twelve months thereafter, the Customer shall not, to the extent legally permissible, directly or indirectly solicit, employ, engage or otherwise use Artefaktum employees, consultants, subcontractors or project participants without Artefaktum's prior written consent.

Artefaktum reserves the right to claim damages in the event of culpable breach of this provision.

22. Termination

Contracts may be terminated in accordance with the relevant offer, contract or statement of work. Unless a specific notice period has been agreed, Artefaktum may terminate ongoing services with 14

calendar days' notice. The right to terminate for cause remains unaffected.

Cause for termination by Artefaktum includes, in particular, where the Customer:

is in payment default;

materially breaches cooperation duties;

causes legal, security-related or compliance risks;

discloses confidential information without authorisation;

uses services unlawfully or outside the agreed purpose;

becomes insolvent or insolvency proceedings are applied for.

Upon termination, services performed, incurred costs, booked resources, preparatory work and non-cancellable expenses must be paid.

23. Force Majeure

Artefaktum shall not be liable for delay or non-performance due to force majeure or events outside Artefaktum's reasonable control.

This includes natural events, war, terrorism, unrest, cyberattacks, power or internet outages, governmental measures, pandemics, strikes, failures of third-party providers, cloud services, communication services or other critical infrastructure.

24. Set-Off and Retention Rights

The Customer may set off only undisputed or finally adjudicated claims.

Retention rights may be exercised only where they arise from the same contractual relationship and are undisputed or finally adjudicated.

25. Limitation Period

To the extent legally permissible, Customer claims against Artefaktum shall become time-barred twelve months after the Customer becomes aware, or



should have become aware without gross negligence, of the circumstances giving rise to the claim.

This does not apply in cases of intent, gross negligence, injury to life, body or health or where mandatory law provides for longer limitation periods.

26. Communication and Electronic Form

Legally relevant notices may be made in text form unless mandatory written form is required. Email communication is permitted unless special security requirements prevent it.

For confidential, security-relevant or classified information, Artefaktum may require specific communication channels.

27. Governing Law and Jurisdiction

These Terms and all contractual relationships between Artefaktum and the Customer shall be governed by the laws of Spain, excluding conflict-of-law rules, unless mandatory law provides otherwise.

To the extent legally permissible, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Las Palmas de Gran Canaria, Spain.

Artefaktum is additionally entitled to bring claims at the Customer's registered office or before any other competent court, in particular for interim, protective or injunctive measures.

28. Language

These Terms may be used in German, English or Spanish. In the event of discrepancies between language versions, the English version shall prevail unless another version has expressly been agreed to take precedence.

29. Severability

If any provision of these Terms is or becomes invalid, unenforceable or incomplete in whole or in

part, the validity of the remaining provisions shall remain unaffected.

The invalid, unenforceable or incomplete provision shall be deemed replaced by a valid provision that comes closest to the economic purpose and protective intent of the original provision to the extent legally permissible.