

General Terms and Conditions ("T&Cs")

1 General

- 1.1 QUCOXX FlexCo, FN 630516 f, Hilfberg 13, 5310 Tiefgraben, ("**QUCOXX**") provides information, solution and implementation plans for specific financial, operational or commercial objectives of companies through its proprietary platform, accessible under the domain www.qucoxx.com (the "Platform").
- 1.2 The platform consists of a web interface that is used to create and edit solutions and implementation plans for companies. QUCOXX offers subscriptions to access and use the platform.
- 1.3 The platform is intended exclusively for use by persons of legal age and is expressly not aimed at minors. The platform is also expressly **not aimed at consumers** within the meaning of the Consumer Protection Act, but is **intended exclusively for business use** by entrepreneurs within the meaning of the Austrian Commercial Code (UGB) (**business-to-business**). For this reason, the application of consumer protection legal bases (in particular KSchG, FAGG, etc.) is excluded.
- 1.4 The use of the Platform by an *entrepreneur* within the meaning of the *Commercial Code* ("**Customer**") is subject exclusively to the terms and conditions set out in these T&Cs. Any terms and conditions or additional agreements that deviate from or supplement these T&Cs shall not become part of the contract between QUCOXX and the Customer without the express written consent of QUCOXX.
- 1.5 QUCOXX and the Customer are hereinafter referred to collectively as the "**Parties**" and individually as the "**Party**".
- 1.6 QUCOXX may amend these T&Cs from time to time and will inform the Customer in writing of any changes to these T&Cs in advance. If the Customer does not object to these changes within four weeks of receipt of the notification, the changes shall be deemed to have been accepted and become part of these GTC. In the event of such a change to the T&Cs, QUCOXX will expressly inform the Customer in the notification of the right to object and the legal consequences of silence.

2 Services

- 2.1 The functionalities accessible through the Platform and their scope (in particular the number of plans that can be edited at the same time) depend on the type of subscription chosen by the Customer and are described in detail under www.qucoxx.com/pricing (the "**Services**").
- 2.2 The services consist in particular of solution and implementation plans for specific financial, operational or commercial objectives of companies. They include information and content to support and build skills on relevant business-related issues as well as concrete suggestions with measures and instructions for implementation and implementation.

- 2.3 QUCOXX can add additional services to the platform. QUCOXX may offer such additional services to Customer at its sole discretion and on terms agreed between QUCOXX and customer. This applies in particular, but not exclusively, to subscriptions with special conditions (such as enterprise package, start-up package, etc.) as well as individually, i.e. regardless of the type of service selected, other fee-based services (such as implementation and training services, onboarding, sparring, etc.) that can be booked ("**additional services**"). The additional services are also described under www.qucoxx.com/pricing.
- 2.4 The Customer acknowledges that the platform is still in an early product phase. The Customer therefore agrees that QUCOXX may change/modify the Services during further development. QUCOXX is free to make such changes and modifications, in particular improvements and enhancements, including changes and modifications to the platform's user interface, at its sole discretion, provided that the main functionalities of the Services (as set out in www.qucoxx.com/pricing) are substantially retained.
- 2.5 QUCOXX may provide customers with additional features and functions on a trial basis at no additional cost to customers. The offering, selection of participants as well as the setting and modification of these functions is at the discretion of QUCOXX and is non-binding; the Customer does not have any claims of any kind.

3 Conclusion of the contract

- 3.1 QUCOXX provides information and details (such as specific functionalities, prices, durations, etc.) about the Services on the Website. This information merely constitutes an invitation to submit a binding offer by the customer. By registering as a user and actively selecting a subscription on the website or by ordering additional services, the Customer makes a binding offer to QUCOXX on the selected terms. The submission of the offer is made at the end of the registration process by means of a clearly marked button.
- 3.2 After receipt of the offer, you will receive an automated confirmation that only confirms receipt of the offer, but is not yet an acceptance of the contract. The acceptance of the offer and thus the conclusion of the contract takes place by confirming the selected services by means of a separate e-mail to the e-mail address provided by you. QUCOXX is entitled to refuse to conclude the contract without giving reasons, without the Customer being able to derive any claims from this.

4 Trial period

- 4.1 When registering for the first time, customers can take advantage of a one-time free trial period for subscriptions of 30 days. During the trial period, it is possible to take out a paid subscription or order additional services at any time. At the end of the trial period, access to the services will automatically end without the need for any further action on the part of the user, unless the customer/user has actively subscribed to a fee.

5 Subscriptions and Customer account

- 5.1 QUCOXX provides the Customer with a subscription ("**Subscription**") that entitles the Customer to access and use the Platform to the extent (in particular with regard to the number of user accounts and plans, scope of functionalities) that corresponds to the type of subscription chosen by the Customer ("**Agreement**").
- 5.2 The Customer can update the subscription type through the platform. Switching to a higher level subscription (access to a larger number of plans possible, increased scope of services, details as per the service description on the Platform) is possible at any time, subject to the offer of the corresponding upgrade subscription under www.qucoxx.com/pricing ("**Upgrade**"). The costs for subscriptions in the event of an upgrade are calculated on a daily basis and billing is determined in accordance with point 10.5. It is not possible to switch from a higher-scope subscription to a lower-level subscription during the term of a valid subscription.
- 5.3 In order to manage its details, preferences, subscriptions and to keep track of plans created, progress, etc., the Customer creates an account on the Platform ("**Customer Account**"). The Customer is obliged to provide truthful and complete information when setting up the Customer Account and to keep this information up to date at all times.
- 5.4 In the event of a corresponding subscription, additional accounts may be assigned to the Customer account ("**User Accounts**"). In the case of the assignment of user accounts to his Customer account, the Customer must ensure that the use of the user accounts and access to them is carried out exclusively by authorized persons who have actively confirmed the content and validity of the GTC.
- 5.5 QUCOXX is entitled to temporarily or permanently block or suspend Customer and user accounts and/or subscriptions if there are concrete indications that (i) the Customer has violated the provisions of these Terms and Conditions or (ii) a user of a user account has violated these Terms and Conditions. QUCOXX is also entitled to temporarily or permanently block Customer and user accounts and/or subscriptions *for other important* reasons determined by QUCOXX in its reasonable discretion. Important reasons are in particular those listed in point 12 of these GTC.

6 License and intellectual property

- 6.1 For the term of the Subscription and subject to these T&Cs, QUCOXX grants Customer a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform and Services as set forth in www.qucoxx.com/pricing. Other than this license right, no right, title or interest in the Platform or the materials, information, results or documentation contained on the Platform are transferred or assigned to the customer.
- 6.2 All offered services, content of the platform, documentation, materials, software, trademarks and signs, inventions, etc. are subject to and protected by the applicable industrial property law. A change or removal of property information, trademarks, markings, etc. is prohibited.

7 Plans

- 7.1 Customers are provided with solutions, and implementation plans for specific financial, operational or commercial objectives on or via the platform. These plans are organized and displayed in the Customer account.
- 7.2 Individual plans can be provided by the Customer with comments, information on the (implementation) progress and other additions.
- 7.3 How many plans can be edited at the same time depends on the subscription you have taken out.
- 7.4 The Customer acknowledges that:
 - 7.4.1 Although QUCOXX makes all reasonable efforts to ensure the veracity of the data provided on the Platform, QUCOXX cannot guarantee its veracity, accuracy or completeness;
 - 7.4.2 Markets, market conditions and requirements are constantly changing, so that the plans provided by QUCOXX may not be up-to-date and cannot be considered reliable in any case;
 - 7.4.3 The data of the plans may be inaccurate and/or damaged due to uncontrollable circumstances, such as technical instability, in particular unstable internet connections, the unavailability of third-party services or disruptions otherwise caused by third parties;
 - 7.4.4 The plans are created, adapted or proposed on the basis of the business, financial, economic, etc. data provided by the customer, for the accuracy of which the Customer is solely responsible and QUCOXX does not carry out any examination of the data entered by the customer;
 - 7.4.5 The Customer shall always take reasonable steps to verify the accuracy and completeness of the data provided on or through the Platform, the individual applicability of the plans and the proposed implementation steps prior to any type of decision-making.

QUCOXX therefore declines any liability in this regard.

8 Scope of advice

- 8.1 The Customer acknowledges that:
 - 8.1.1 the services provided by QUCOXX to the Customer in the context of this business relationship (including the Services) expressly do not include or constitute investment-, legal, tax or financial advice of any kind or other services (regulated or unregulated) that expressly fall within the jurisdiction of a financial advisor, tax advisor, legal advisor, investment banker or auditor, nor do QUCOXX's services as such can be interpreted; and

- 8.1.2 nothing on the Platform is understood as a recommendation by QUCOXX to acquire, sell or hold certain assets, to carry out specific financial, operational or commercial activities or adjustments, but merely to identify possible ideas for achieving the objectives, which are to be conclusively examined and assessed by the Customer on a case-by-case basis.

QUCOXX therefore declines any liability in this regard.

9 Term and termination

- 9.1 The Customer can choose between two terms of the respective subscription:
- 9.1.1 **Unlimited Term Subscription:** This subscription provides the most flexibility to the customer. It runs without any further action as long as the Customer wants it and can be billed and cancelled flexibly on a monthly basis.
- 9.1.2 **Subscription with a term of one year from the conclusion of the contract:** This subscription offers the security of a one-year term and convenient, one-time billing.
- 9.2 The unlimited term subscription may be terminated by either party upon 30 days' written notice effective the first day of each month.
- 9.3 The one-year subscription will automatically renew for the same period unless cancelled in writing by either party with 30 days' notice. The Customer will be informed by QUCOXX at least eight weeks before the end of the one-year period about the upcoming renewal of the subscription, the costs incurred in this case and the possibility of cancellation in writing by e-mail to the e-mail address provided by the customer.
- 9.4 Notices of termination are only effective if they are addressed to subscription@qucoxx.com in writing, i.e. by e-mail. Notices of termination will take effect on the next termination date. Receipt by QUCOXX is crucial for the timely termination.

10 Pricing and payment

- 10.1 QUCOXX offers various subscriptions to provide the most suitable solution for customers. The exact scope and price of each subscription are set out in www.qucoxx.com/pricing. The prices are net prices, which means that they do not include any taxes, duties, customs duties, fees or other amounts.
- 10.2 Payments are to be made immediately when a paid subscription is taken out for the first time. In the case of an ongoing subscription (unlimited term and one-year term upon renewal), payments are due immediately upon receipt of the invoice from QUCOXX. Invoices will only be sent digitally to the email address provided by the customer. The Customer is not entitled to make deductions from the invoice amount or to offset claims against QUCOXX. Nor does the Customer have any right of retention and the entrepreneurial right of retention within the meaning of

Section 369 of the Austrian Commercial Code is expressly excluded. A payment is only considered to have been made when the full invoice amount has been received in the account of QUCOXX.

- 10.3 In the case of a subscription with an unlimited term, the Customer must pay the monthly price for the subscription in advance for the following month. In the case of a one-year subscription, the full amount is due for the duration of the subscription upon receipt of the invoice. Rates are non-refundable.
- 10.4 In the case of a subscription with an unlimited term, QUCOXX is entitled to adjust the prices for the new subsequent billing period following the current billing period (the month after next). The Customer will be informed of the price adjustment in good time by e-mail, so that the Customer has the option of ordinary termination without the price adjustment taking effect for him. If the Customer does not cancel in time, the price adjustment is deemed to have been agreed. In the event of an automatic renewal of a one-year subscription, the renewal period shall be subject to the price indicated under www.qucoxx.com/pricing at the time of the information referred to in point 9.3.
- 10.5 In the event of an upgrade, the cost of the selected subscription will be determined on the basis of a daily prorated billing. So up to the upgrade day, the costs for the initially selected subscription are incurred, and from the upgrade day onwards, the costs for the selected upgrade are incurred. In the event of an upfront payment of the cost of the initially selected subscription, the obligation to pay for the upgrade will only arise in respect of the difference between the cost of the initially selected subscription and those of the upgrade.
- 10.6 In the event of default of payment by the customer, QUCOXX is entitled to block the customer's access to the Platform and the Services, as well as to charge default interest in the amount of 9.2% above the current base interest rate announced by the Austrian National Bank. The Customer shall reimburse QUCOXX for all expenses, dunning and collection expenses arising from the customer's default in payment, including lawyers' fees. If the Customer is in default of payment for more than 14 days, QUCOXX may unilaterally terminate the customer's subscription without the Customer incurring any claims.

11 Termination for good cause

- 11.1 Notices of termination for good cause must also be made in writing. The Customer must address the relevant declaration to subscription@qucoxx.com; QUCOXX will send its declaration to the e-mail address provided by the customer.
- 11.2 QUCOXX may terminate the Agreement at any time without notice and without liability for any loss or damage that may result from such termination, for any of the following reasons:
 - 11.2.1 if the discontinuation of the Platform or the termination of the Agreement is required by law (e.g. by law, ordinance, etc.) or a corresponding decision of a court or regulatory authority;

- 11.2.2 if the Platform is used by the Customer or user (accounts) attributable to him contrary to the GTC, in particular by passing on the content or the access data, multiple registration for the purpose of repeated use of the test phase, or in any other unlawful way;
 - 11.2.3 if the Customer is more than 14 days late in payment;
 - 11.2.4 if it would be unlawful (in QUCOXX's reasonable discretion) to provide (further) services to the customer;
 - 11.2.5 if it would be commercially unreasonable for QUCOXX to continue to provide services to Customer for reasons attributable to QUCOXX, including loss of reputation of QUCOXX.
- 11.3 Either party may, upon written notice to the other party, terminate the Agreement with immediate effect, without liability for any loss or damage arising from such termination, if the other party:
- 11.3.1 is in default with the performance of its material obligations under these Terms and Conditions and has not remedied this within 14 days of written notice; or
 - 11.3.2 is unable to perform its services under this Agreement for a period of 30 days due to an event within the meaning of Section 17.2; or
 - 11.3.3 ceases business operations; or
 - 11.3.4 becomes insolvent or is declared insolvent; or
 - 11.3.5 is the subject of proceedings relating to its liquidation or insolvency; or
 - 11.3.6 is no longer entitled to manage his assets freely due to other circumstances.

12 Availability and maintenance

- 12.1 QUCOXX strives for a high level of reliability and availability of its services, but does not owe any obligation to ensure the constant availability or error-free operation of the platform. QUCOXX strives for an average annual availability of 95% of the operating time for its fee-based services, but neither guarantees nor guarantees this. The operating hours are from 00:00 to 24:00. Periods of planned maintenance work, unavailability attributable to the Customer as well as failures of the services that cannot be attributed to QUCOXX (such as a general failure of the Internet or other infrastructure for the provision of the services) are not included in the calculation of availability.
- 12.2 QUCOXX is entitled to carry out maintenance work on weekdays from 20:00 to 06:00 CET and on weekends from 00:00 to 24:00 CET (hereinafter: "**Maintenance Window**") for a total of 10 hours per calendar month. The maintenance work within a maintenance window will be announced to the Customer with a reasonable notice period in advance. QUCOXX is entitled to postpone or extend the

maintenance window in exceptional cases in order to eliminate or prevent serious malfunctions. If possible, information will be provided by e-mail or pop-up window.

- 12.3 QUCOXX is not liable for any limited or non-existent availability of the platform during maintenance work within a maintenance window.

13 Limited warranty and liability

- 13.1 Except as expressly provided in these Terms and to the extent permitted by law, QUCOXX makes no representations or warranties, express or implied, nor shall QUCOXX be liable for them or for the absence or existence of any other circumstances, events or facts in connection with the Services and the Platform. Without limiting the validity of the foregoing, the following provisions are additionally and expressly agreed between the parties:
- 13.2 In the event of a defect in the platform, the Customer has no warranty claims (contractual or statutory) if QUCOXX remedies the defect within the following deadlines:
- 13.2.1 within one (1) business day in the event of complete unavailability of the Platform;
 - 13.2.2 within three (3) working days in the event of defects that constitute a significant inconvenience for the Customer in an objectively comprehensible manner (e.g. failure of essential functions such as lack of access to own plans, Customer account, etc.); and
 - 13.2.3 within seven (7) working days in the case of other defects (such as display problems)
- 13.3 In addition, the limitations listed under points 7 and 8 are also relevant for the liability provisions.
- 13.4 The Customer shall inform QUCOXX of any defects in the Platform by e-mail to support@qucoxx.com immediately after they have been discovered.
- 13.5 QUCOXX does not guarantee that data transmission via external systems, in particular the internet or telecommunications networks, cannot be tracked, recorded or falsified by third parties.
- 13.6 The customer's use of the Platform and the services offered by QUCOXX is entirely at the customer's own risk. This applies without restriction to all conceivable use of all offered data, plans, suggestions, etc. by the Customer in any form.
- 13.7 The AI Companion is a large-language model for communication with the customer, which is based on the application of artificial intelligence. The answers and ideas provided by the AI Companion are based on the calculation of probabilities, predefined algorithms and defined databases. The answers of AI models can be imprecise, inappropriate or incorrect (hallucinating) in whole or in part. The answers given by the AI-Companion must therefore not be adopted unchecked and

any ideas contained therein must not be implemented unchecked. The answers do not constitute financial, tax or other professional advice and cannot replace such. Moreover, responses generated by the AI Companion do not reflect the opinion or views of QUCOXX. QUCOXX's liability for content, answers or ideas issued by the AI-Companion or resulting from the use of the AI-Companion is excluded in any case.

- 13.8 To the extent permitted by law, QUCOXX shall only be liable for damages caused by gross negligence or intent. QUCOXX shall not be liable for indirect damages, loss of profits, loss of savings, damages resulting from proposed measures or their ineffectiveness, consequential damages, non-material damages and damages arising from claims by third parties.
- 13.9 Any claims by Customer against QUCOXX shall be limited to the amount of the value of the fees paid by Customer for a contract year, generally and without prejudice to any other limitations and exclusions of liability.
- 13.10 Claims of the Customer against QUCOXX shall become statute-barred within 12 months from the time from which the Customer could have become aware of the claim if he had exercised due care.
- 13.11 QUCOXX shall not be liable, except within the framework of mandatory statutory provisions, for damages that may arise from the use of content on the Platform or other types of use of the Platform or the Services, as well as for loss of data and damage caused by the customer's IT system.

14 Exemption

Customer agrees to indemnify, defend and hold QUCOXX harmless from and against all costs, damages and fees (including necessary attorneys' fees and other costs) incurred by QUCOXX as a result of any claim or allegation made by third parties against QUCOXX arising out of or in connection with customer's use of the Platform or Services.

15 Obligations of the customer

- 15.1 The Customer must use the platform as well as the data, content, results, suggestions, evaluations as well as all content and information of any additional services booked exclusively for his own purposes. In particular, it is prohibited to use the services of the platform for third parties or to share results and content with them. Any use that goes beyond the possibilities agreed in these Terms and Conditions is not permitted. Likewise, it is not permitted to sell, rent or otherwise exploit the content and results of the platform and the services.
- 15.2 The Customer is also obliged to comply with the following provisions:
- 15.2.1 When registering, registering users and using the platform, true, up-to-date and accurate data must be provided and kept up to date at all times.

- 15.2.2 Third parties must not be granted unauthorized access to the platform, simplified or otherwise facilitated.
- 15.2.3 All access data to the Customer account and the user accounts must be kept secret, kept secure and not made accessible to third parties.
- 15.2.4 All data entered on the Platform may be used by the Customer and does not contain any content over which the Customer is not entitled to dispose of.
- 15.2.5 The Customer shall not use the Platform in contravention of applicable legal provisions and the provisions of these GTC, shall not interfere with any technical or electronic means, shall refrain in particular from hacking attempts, brute force attacks, infiltration of viruses/worms/trojans and other attempts at interference, shall not carry out any reverse engineering, shall refrain from using the source code or the underlying program of the software of which the Services are composed, decrypt, decompile, reverse engineer, disassemble, reproduce, copy or otherwise access the Services and the interfaces offered only to the usual extent and in particular refrain from automated (bulk) requests, the use of automated scripts or other requests that could impair the functionality of the Platform.
- 15.2.6 Data may not be reproduced, distributed, transmitted or otherwise processed, or read out by means of technical aids such as crawlers, scraping tools or bots, without the express consent of the respective rights holder.
- 15.2.7 The Customer supports QUCOXX in maintenance and troubleshooting to an appropriate extent, in particular by reporting errors to support@qucoxx.com including the attachment of information relevant for troubleshooting (documentation, documents, screenshots, etc).
- 15.2.8 The Customer shall immediately notify QUCOXX in writing of any violations of the above obligations.

16 Confidentiality

- 16.1 Each party is obliged to keep confidential information and trade secrets of the other party secret for the duration of the contractual relationship and for an unlimited period thereafter. This applies to all information that is not generally known or is not readily accessible to third parties and in the secrecy of which a party has a legitimate interest, in particular information pursuant to Section 26b (1) UWG. It can be both technical information (e.g. methods, procedures, formulas, software, program code, techniques and inventions) and commercial information (e.g. Customer lists, sales, price and financial data, business strategies). In particular, it covers information that is marked as a trade secret or confidential or whose confidentiality otherwise results from the circumstances.

17 Final provisions

- 17.1 These T&Cs (as updated from time to time) constitute the entire agreement between the parties with respect to the Platform and the Services and supersede all prior written or oral agreements, including any correspondence relating thereto. Changes to these Terms and Conditions, as well as all ancillary agreements, must be made in writing and require the written confirmation of QUCOXX. This also applies to the waiver of the written form requirement.
- 17.2 Neither party shall be liable for any failure to perform or delay in performance of any obligations under this Agreement resulting from causes beyond its control, such as natural disasters, acts of war, pandemics, (digitalized) terrorism, governmental actions or omissions, strikes or labor disputes (other than with its own workforce or the workforce of an affiliated company), provided that (i) the other party promptly notifies in writing is informed of the nature of the event and its expected duration and the service is made as soon as possible after the end of the event; and (ii) the party will use all reasonable efforts to continue performing its obligations under this Agreement for the duration of the Force Majeure Event. However, if such an event prevents one party from performing its obligations under this Agreement for more than 30 days, the other party may terminate the Agreement immediately by giving written notice (see Section 11.3.2).
- 17.3 The term "in writing" includes all electronic messages, including e-mails. Customer shall send all notices relating to the Agreement to QUCOXX by email to: support@qucoxx.com. QUCOXX is entitled to send all contract-related communications to the e-mail address provided by the Customer during registration or updated by the Customer via the Platform, whereby they are deemed to have been received by the customer.
- 17.4 Should any provision of these T&Cs be or become invalid or should these T&Cs be incomplete, this shall not affect the validity of the remaining provisions of these T&Cs. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.
- 17.5 Section 9 of the Austrian *E-Commerce Act* does not apply to this Agreement.
- 17.6 The Agreement and all rights and obligations of the parties arising out of or in connection with this Agreement shall be governed by and construed in accordance with Austrian law, excluding its conflict of law rules and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.7 For customers who have their place of residence or registered office in the European Union, the following applies: The court in 1010 Vienna, Austria, with exclusive jurisdiction in commercial matters, shall have exclusive jurisdiction to decide all disputes arising out of or in connection with the Agreement, as well as its formation, validity, nullity, interpretation, performance and termination, as well as its pre- and post-contractual effects. For all other customers, the following applies: All disputes arising out of or in connection with the agreement as well as its formation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects shall be settled by an arbitrator appointed in

accordance with these Arbitration Rules (Vienna Rules) of the International Arbitration Centre Vienna (VIAC) of the Austrian Federal Economic Chamber in accordance with the Arbitration Rules (Vienna Rules) finally decided. The seat of the arbitration is Vienna, Austria. The language of the arbitration shall be English. The law applicable to this arbitration agreement is Austrian law.

- 17.8 Language reservation: If these Terms and Conditions are drawn up in different language versions and ambiguities or contradictions arise from these versions, the German version shall take precedence over all other versions and shall be used exclusively for interpretation.

January, 2025