

Terms and Conditions of Areta Marketplace

Preamble

These Terms and Conditions (hereinafter "**T&Cs**") are agreed between:

Areta GmbH, Kienberger Allee 4, 12529 Schönefeld, Germany, registered in the Commercial Register of the Local Court Cottbus under HRB 18768, represented by Jan-Philip Grabs, Karl-Martin Ahrend, Bernard Schmid, (hereinafter the "**Company**")

and

the users of the platform "Areta Marketplace" (hereinafter the "**Marketplace**") operated by the Company.

The Marketplace is an online platform accessible at <https://areta.market> (including its subdomains, and subdirectories), that serves as an intermediary platform between Contractors and Clients, offering them the opportunity to connect for service projects and initiate contractual relationships.

The use of the Marketplace is exclusively reserved for businesses as defined in Section 14 of the German Civil Code (BGB). The Marketplace is not intended for consumers as defined in Section 13 of the German Civil Code (BGB).

By registering on the Marketplace or using it, you agree to these T&Cs.

1. Definitions

In these T&Cs, the following terms are defined as follows:

"Account": The personal user account of a User on the Marketplace, which is accessible after successful registration and verification.

"Client": Legal entities or natural persons who use the Marketplace as businesses to post service requests and connect with Contractors.

"Content": All texts, images, videos, documents, and other information published or uploaded by Users on the Marketplace.

"Contractor": Legal entities or natural persons who, as businesses, offer their services on the Marketplace and can respond to Client requests.

"Net Contract Value": The price agreed between Client and Contractor for the execution of the project, excluding value-added tax and any subsequently agreed additional services or price adjustments.

"Offer": A binding offer submitted by a Contractor in response to a Request to provide the requested services.

"Open Market Request": A service request without subsidy claim, accessible to all Contractors according to their Group classification, where processing and payment occur directly between Client and Contractor.

"Platform Fee": The compensation payable by the Contractor to the Company, amounting to 10% of the Net Contract Value (excluding value-added tax) for successfully mediated Open Market Requests.

"Project": The specific execution of services agreed between Client and Contractor.

"Request": A request for specific services posted by a Client on the Marketplace.

"Service Categories": The categories of services defined by the Company that can be offered or requested through the Marketplace.

"Subsidy Provider": Legal entities or natural persons who sponsor or provide grant funding for Subsidy Requests whether or not as part of a dedicated initiative or program.

"Subsidy Request": A service request for which a subsidy has been applied. The subsidy is subject to separate conditions of the Subsidy Provider and is not governed by these T&Cs.

"Group Status": The classification of Contractors made by the Company:

- **Group 1**: Entitles the Contractor exclusively to view and submit offers for Open Market Requests.
- **Group 2**: Entitles the Contractor to view and submit offers for both Open Market Requests and Subsidy Requests.

"User": Clients and Contractors collectively.

"Verification": The process of checking and confirming the identity and qualification of a User by the Company.

2. Registration and Account Management

2.1 Registration Requirements

2.1.1 General Requirements

Registration on the Marketplace is exclusively open to businesses. By registering, the User confirms that they are acting in their own name and on their own account as a business or on behalf of a business, and that they meet the following requirements:

- a) They are a legal entity or a natural person independently exercising their professional or commercial activity; b) They are at least 18 years old (for natural persons); c) They have the

necessary qualifications and authorizations to provide the offered services (for Contractors);
d) They are authorized to legally represent the represented business (when registering on behalf of a business).

2.1.2 Required Information

The following information is required for registration:

a) For all Users:

- Full name of the business
- Name(s) of the authorized representative(s)
- Valid email address
- Phone number
- Complete business address
- Tax number/Value Added Tax Identification Number
- Commercial register number (if available)

b) Additionally for Contractors:

- Service categories offered
- Professional qualifications and experience
- Information for billing the platform fee

The User is obligated to provide truthful and complete information and to promptly update this information if changes occur.

2.1.3 Rejection of Registration

The Company reserves the right to reject registration applications without stating reasons, particularly if: a) The applicant does not meet the registration requirements;
b) There are indications of previous violations of these T&Cs or legal regulations; c) There are indications that the provided information is false or incomplete.

2.2 Verification

2.2.1 Verification of Clients

Clients can register on the Marketplace and post Open Market Requests after successful registration.

A separate approval process is required for Subsidy Requests, which is conducted at the Company's discretion. The entitlement to participate in the Subsidy Program does not constitute a legal right and can be revoked at any time.

2.2.2 Verification of Contractors

In connection with registration, each Contractor undergoes a verification process by the Company. Until this process is completed, use of the Marketplace is not possible.

As part of the verification, the Company may request additional evidence and information, such as: a) Evidence of professional qualifications b) References or work samples c) Evidence of existing insurances d) Business registration documents

As part of the verification, the Contractor is assigned a Group Status (Group 1 or Group 2) or the Contractor's admission to the Marketplace is rejected. This assignment is made at the sole discretion of the Company based on the information provided and qualification evidence. The criteria for assignment include, among others:

a) Professional qualifications and experience b) Quality of previous work c) Feedback from previous clients d) Compliance with the requirements of the Subsidy Program (for Group 2)

The decision on verification and the assigned Group Status will be communicated to the Contractor via email. There is no entitlement to a specific Group classification or admission to the Marketplace.

2.2.3 Regular Review

The Company reserves the right to regularly review and adjust the verification and Group Status of Contractors. A downgrade or withdrawal of the Group Status is possible particularly in the following cases:

- a. In case of repeated complaints from Clients about the quality of services provided
- b. In case of violations of these T&Cs
- c. In case of changes to the requirements for the respective Group Status
- d. In case of changes to the services offered by the Contractor

2.3 Account Security

2.3.1 Access Data

The User is responsible for maintaining the confidentiality of their access data (username and password) and is liable for all activities carried out through their Account. The User commits to:

a) Keep their access data confidential and not share it with third parties b) Change their password regularly and choose a secure password c) Not allow third parties to use their Account d) Immediately report any unauthorized use or suspicion of unauthorized access to the Company

2.3.2 Suspension and Deletion of Accounts

The Company reserves the right to suspend or delete Accounts if:

a) False or incomplete information was provided b) A violation of these T&Cs exists
c) There is reasonable suspicion that the Account is being used for fraudulent or illegal activities d) The Account has been inactive for a period of more than 12 months e) Due payments have not been made despite reminders

2.3.3 Multiple Registration

The registration of multiple Accounts by the same User is not permitted unless the Company has expressly agreed to it. In case of violations of this rule, the Company reserves the right to suspend or delete all affected Accounts.

3. Functionality of the Marketplace

3.1 Open Market Requests

3.1.1 Creation of Open Market Requests

Clients can post Open Market Requests on the Marketplace. The following information is required:

a) Title and detailed description of the project b) Desired service category(ies) c) Desired execution period d) Further project-specific information such as technical requirements, expected qualifications of the Contractor, special legal requirements, etc.

Open Market Requests are visible to all verified Contractors (Group 1 and Group 2) whose service profile matches at least one of the requested service categories.

3.1.2 Submission of Offers for Open Market Requests

Contractors can submit offers for Open Market Requests that match their service profile within the specified deadline. An offer must at least contain:

a) Price (Net Contract Value) and payment terms b) Detailed description of the services to be provided c) Schedule for execution

By submitting an offer, the Contractor commits to: a) Provide the offered service under the specified conditions if the offer is accepted b) Pay the platform fee of 10% of the Net Contract Value to the Company if the offer is accepted

With the submission of the offer, the Contractor expressly declares that they have the necessary qualifications, resources, and capacities to provide the offered services.

3.1.3 Communication Before Offer Acceptance

Clients and Contractors can communicate with each other through the platform before accepting an offer to clarify details or make adjustments to the offer. All communication should take place through the platform to ensure traceability.

3.2 Subsidy Requests

3.2.1 Basics of Subsidy Requests

Subsidy Requests are subject to the Subsidy Provider and its separate conditions, which are not part of these T&Cs. The authorization to apply for subsidies is granted by the Company at its own discretion and according to the criteria of the Subsidy Provider.

The Company does not make decisions about the granting of subsidies but merely forwards the requests to the responsible decision-makers.

3.2.2 Creation of Subsidy Requests

Clients can select the "Subsidy Request" option when creating a Request, provided they are authorized to do so. The required information corresponds to that for Open Market Requests, supplemented by specific information for the Subsidy Program.

Until the Subsidy application is approved, the Request is treated as an Open Market Request and is visible to all matching Contractors (Group 1 and Group 2). The Request is marked with a notice that a Subsidy decision is pending.

After approval, the Request is marked as a "Subsidy Request" and is only visible to:

a) Group 2 Contractors b) Group 1 Contractors who have already submitted an offer before the approval

3.2.3 Submission of Offers for Subsidy Requests

Group 2 Contractors can submit offers for all Subsidy Requests that match their service profile.

Group 1 Contractors can only submit offers for Subsidy Requests that were previously visible as Open Market Requests and for which they have already submitted an offer. These offers are appropriately marked and are not subject to the Subsidy conditions.

Offers for Subsidy Requests must meet the same minimum requirements as offers for Open Market Requests. Additionally, specific requirements of the Subsidy Program may apply.

3.2.4 Note on Offers from Group 1 Contractors

Offers that were submitted by Group 1 Contractors before the approval of a Subsidy Request are clearly marked as not eligible for funding after the Subsidy Request is

approved. The Client is informed that if such an offer is accepted, no subsidization will occur and the costs must be fully borne by themselves.

3.3 Offer Acceptance and Contract Conclusion

3.3.1 Acceptance of Offers

The Client can accept an offer within its validity period. Acceptance is made through the corresponding function on the Marketplace and is binding.

When an offer is accepted, a contract is formed between the Client and the Contractor. This contract is exclusively subject to the conditions agreed between the parties.

3.3.2 Open Market Requests

For Open Market Requests, Clients and Contractors enter into direct contractual relationships after an offer is accepted. The Company is not a party to these agreements and assumes no liability for their content or fulfillment.

After an offer is accepted, both parties receive a confirmation email with the following information: a) Summary of the agreed services and conditions b) Note that the parties will clarify the contractual details directly with each other and that payment takes place outside the platform c) Note on the payment obligation of the platform fee for the Contractor

3.3.3 Subsidy Requests

For Subsidy Requests, the separate conditions of the Subsidy Program apply, which both parties are informed about via email after an offer is accepted.

For offers from Group 1 Contractors that were submitted before the approval of the Subsidy Request, the regulations for Open Market Requests apply upon acceptance, including the platform fee.

3.4 Project Execution and Completion

3.4.1 Execution of the Project

The execution of the project takes place directly between Client and Contractor according to the conditions agreed in their contract. The Company is not involved in the project execution and assumes no responsibility for the quality or timeliness of the services provided.

3.4.2 Changes to the Project Scope

Changes to the project scope or the agreed conditions are to be agreed directly between Client and Contractor. The Contractor is obligated to inform the Company of significant changes to the Net Contract Value within 7 days, as these may affect the amount of the platform fee.

3.4.3 Project Completion and Rating

After the completion of the project, the Client is prompted to provide a rating for the Contractor. This rating includes: a) An overall rating (e.g., from 1 to 5 stars) b) Ratings of individual aspects such as communication, quality, adherence to deadlines, etc. c) Optionally, a text comment

The ratings are published on the Contractor's profile and can be viewed by other Clients.

4. Fee Structure

4.1 Platform Fee for Open Market Requests

4.1.1 Amount and Calculation of the Platform Fee

For each successfully mediated Open Market Request, the Contractor pays a platform fee to the Company amounting to 10% of the Net Contract Value (excluding value-added tax).

The Net Contract Value includes all compensations contained in the offer and accepted by the Client, excluding: a) Value-added tax b) Expenses and travel costs, if listed separately c) Material costs, if listed separately

In case of subsequent increases to the Net Contract Value, the platform fee increases accordingly. The Contractor is obligated to inform the Company about such increases within 7 days. In case of subsequent decreases to the Net Contract Value, the platform fee is only reduced if the Contractor informs the Company within 7 days after the change.

4.1.2 Due Date and Payment

The platform fee becomes due as soon as an offer from the Contractor is accepted by the Client, regardless of the actual execution of the project or any payment terms between Client and Contractor.

The Company issues an invoice for the platform fee to the Contractor, which is payable within 14 days of the invoice date. The invoice is issued to the billing address and tax number of the Contractor stored in the Account.

In case of payment default, the Company is entitled to charge default interest at the statutory rate. After two unsuccessful reminders, the Company can suspend the Contractor's Account until the outstanding payments are settled.

4.1.3 Refund of the Platform Fee

A refund of the platform fee can occur in the following cases:

a) If the contract between Client and Contractor is mutually terminated before the start of service provision b) If the Client becomes insolvent before the start of service provision c) If the Client, despite repeated requests, does not fulfill their cooperation obligations and thereby makes the execution of the project impossible

The claim for refund must be made within 30 days after the acceptance of the offer and must be substantiated by appropriate evidence. The decision about a refund is at the discretion of the Company.

4.1.4 Taxes

The platform fee is calculated plus statutory value-added tax, if applicable. For Contractors based outside Germany but within the European Union, the reverse charge procedure applies provided a valid value-added tax identification number is available.

For Contractors based outside the European Union, the tax regulations of the respective country are taken into account.

4.2 Fees for Subsidy Requests

The Company does not charge a platform fee for projects that are funded within the framework of the Subsidy Program.

If an offer from a Group 1 Contractor that was submitted before the approval of the Subsidy Request is accepted, the regular platform fee for Open Market Requests applies.

4.3 Fees for Clients

No regular platform fees are charged to Clients. The use of the Marketplace is free of charge for Clients.

However, the Company reserves the right to offer additional, chargeable services for Clients in the future.

5. Obligations of Users

5.1 General Obligations of All Users

All Users commit to:

5.1.1 Truthful Information

a) Provide truthful and complete information during registration and in all communications through the Marketplace b) Keep their Account information up to date and promptly communicate changes

5.1.2 Lawful Use

- a) Not use the platform for illegal or fraudulent purposes b) Not publish content that is illegal, offensive, discriminatory, defamatory, pornographic, glorifying violence, or misleading c) Respect the rights of third parties, especially intellectual property rights
- d) Not spread malware, spyware, or malware

5.1.3 Confidentiality

- a) Protect confidential information of other Users and not pass it on to third parties without their express consent b) In particular, treat information about prices, project details, and other business information confidentially

5.1.4 System Integrity

- a) Not take actions that could impair the operation of the Marketplace b) Not use automated programs, bots, or scraping tools to access the Marketplace or collect data c) Not attempt to circumvent security measures of the Marketplace

5.1.5 Fairness and Respect

- a) Communicate respectfully and professionally with other Users and employees of the Company b) Not misuse the Marketplace to spread unwanted advertising or spam

5.2 Special Obligations of Clients

Clients additionally commit to:

5.2.1 When Creating Requests

- a) Describe projects clearly, completely, and truthfully b) Set realistic requirements and timeframes c) Provide all relevant information for the execution of the project d) Not create Requests that violate applicable law or promote ethically questionable practices

5.2.2 When Selecting and Collaborating with Contractors

- a) Evaluate offers fairly and objectively b) Communicate professionally with Contractors c) Establish clear feedback and change processes d) Adhere to agreed deadlines for feedback and acceptances

5.2.3 For Accepted Offers

- a) Comply with the agreed contractual terms b) Make payments according to the agreed conditions c) Respect the intellectual property of the Contractor d) Provide a fair and objective rating after project completion

5.3 Special Obligations of Contractors

Contractors additionally commit to:

5.3.1 For Profile Setup and Offers

a) Only indicate qualifications and experiences they actually possess b) Only submit offers for projects for which they are qualified c) Create realistic and binding offers d) Provide clear and transparent price structures

5.3.2 For Accepted Offers

a) Pay the platform fee for accepted offers on time b) Provide the service according to the agreed conditions c) Adhere to professional standards and best practices d) Report regularly on progress and communicate early in case of problems

5.3.3 Regarding the Group Status

a) Continuously meet all requirements for the assigned Group Status b) Promptly report changes that could affect the Group Status c) Not submit offers for Requests for which they are no longer qualified after a downgrade or withdrawal of the Group Status

5.4 Circumvention Prohibition

5.4.1 Prohibition of Platform Circumvention

All Users are expressly prohibited from circumventing the platform by:

a) Contractors and Clients who have come into contact through the Marketplace concluding contracts outside the Marketplace to avoid the platform fee b) Manipulating offer prices to reduce the platform fee

These circumvention prohibitions apply for a period of 12 months after the first contact through the Marketplace.

5.4.2 Permissible External Communication

Direct communication between Client and Contractor outside the platform is permitted to facilitate the execution of the project. Payments for Open Market Requests are made directly between the parties outside the platform.

5.4.3 Contractual Penalty

In case of violation of the circumvention prohibition, a contractual penalty becomes due. This amounts, at the Company's choice, to either: a) 25% of the contract value of the circumvented project or b) a lump sum of USD 25,000.

This contractual penalty will be invoiced to the Contractor. In addition to the contractual penalty, the Company can suspend or delete the Account of the User concerned and assert claims for damages that exceed the contractual penalty.

6. Rights and Obligations of the Company

6.1 Provision of the Marketplace

6.1.1 Availability

The Company provides the Marketplace as a technical infrastructure and strives for an uninterrupted usability as far as possible. However, there is no entitlement to constant availability.

The Company guarantees an average annual availability of the Marketplace of 98%, except for: a) Planned maintenance work that was announced at least 24 hours in advance b) Necessary unplanned maintenance work to fix security problems c) Failures due to force majeure or circumstances beyond the control of the Company d) Failures due to DDoS attacks or other malicious interventions by third parties

6.1.2 Maintenance and Updates

The Company reserves the right to maintain, update, or modify the Marketplace at any time, which may lead to temporary restrictions or interruptions.

Planned maintenance work will, as far as possible, be carried out outside normal business hours and announced to Users at least 24 hours in advance.

6.1.3 Further Development

The Company is entitled to expand or restrict the functionality of the Marketplace at any time, as long as the essential functions are preserved. Significant changes will be communicated to Users at least 14 days in advance.

6.2 Intermediary Activity

6.2.1 Role as Intermediary

The Company acts exclusively as an intermediary between Clients and Contractors and does not become a party to the contracts concluded between them.

The Company merely provides the technical infrastructure for establishing contact and initiating contracts and assumes no guarantee for: a) The quality, safety, or legality of the offered services b) The accuracy of information provided by Users c) The solvency or willingness to pay of Clients d) The professional competence or performance capability of Contractors e) The successful conclusion or proper execution of projects

6.2.2 No Power of Representation

The Company is not authorized to make or receive declarations on behalf of a User unless expressly agreed.

6.3 Verification and Group Status

6.3.1 Verification Process

The Company conducts verifications of Users at its own discretion to check their identity and qualification.

The verification process and the criteria used can be changed by the Company at any time. The Company assumes no guarantee for the completeness or accuracy of the verification process.

6.3.2 Assignment and Change of the Group Status

The Company assigns Contractors a Group Status at its own discretion or rejects an assignment. These decisions can be reviewed and adjusted at any time.

There is no entitlement to a specific Group Status or admission to the Marketplace. The Company is entitled to change the Group Status of a Contractor at any time, particularly in case of: a) Changes to the requirements for the respective Group Status b) Complaints from Clients about the quality of the services provided c) Violations of these T&Cs d) Subsequent discovery of information that would have been relevant for the original Group classification

6.4 Monitoring and Intervention Rights

6.4.1 Monitoring of Content

The Company reserves the right to review and, if necessary, remove content if it violates these T&Cs or applicable law.

However, the Company is not obligated to preventively review content and does not act as a moderator or editor of content provided by Users.

6.4.2 Intervention and Sanction Rights

The Company is entitled to take the following measures if violations of these T&Cs are detected: a) Warning the User concerned b) Temporary restriction of usage rights c) Removal or blocking of content, offers, or Requests d) Temporary suspension of the Account e) Permanent deletion of the Account f) Imposition of contractual penalties g) Assertion of claims for damages

The choice of measure is at the discretion of the Company and depends on the severity of the violation, with a warning being issued first for initial minor violations, unless important reasons argue against it.

6.4.3 Information on Measures

The Company will inform the affected User about measures taken and state the reasons for them, unless this is not possible for legal reasons or would impair the effectiveness of the measure.

In case of a temporary suspension, the User will be informed about the duration of the suspension and the conditions for the restoration of access.

6.5 Rating System

6.5.1 Functionality of the Rating System

The Company provides a rating system in which Clients can rate Contractors after the completion of a project.

The ratings are published on the Contractor's profile and can be viewed by other Clients. They serve as an orientation for the quality of services provided by a Contractor.

6.5.2 Moderation of Ratings

The Company reserves the right to moderate ratings and, if necessary, remove them if they are: a) Offensive, discriminatory, or defamatory b) Contain obviously false factual assertions c) Not related to a project mediated through the Marketplace d) Violate applicable law

6.5.3 Objection to Ratings

Contractors can object to a rating if they believe it violates the above-mentioned criteria. The objection must be justified.

The Company examines the objection and decides at its own discretion whether the rating should be removed or maintained.

7. Liability

7.1 Liability of the Company

7.1.1 Unlimited Liability

The Company is liable without limitation for damages resulting from injury to life, body, or health that are based on an intentional or negligent breach of duty by the Company, its legal representatives, or its agents.

Similarly, the Company is liable without limitation for damages that are based on an intentional or grossly negligent breach of duty by the Company, its legal representatives, or its agents.

7.1.2 Limited Liability

In case of slight negligence, the Company is only liable for the breach of an essential contractual obligation and limited to the foreseeable damage typical for the contract. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely.

The limitation of liability also applies in favor of the legal representatives and agents of the Company.

7.1.3 Liability Exclusions

The Company assumes no liability for: a) The accuracy and completeness of information provided by Users b) The conclusion or execution of contracts between Users c) The quality or legality of the offered services d) The creditworthiness or performance capability of Users e) Damages due to force majeure, failures of telecommunication connections, or technical problems that are outside the sphere of influence of the Company f) Indirect damages, consequential damages, or lost profit, unless intent or gross negligence exists

7.2 Liability of Users

7.2.1 Liability towards the Company

Each User is liable for damages they cause to the Company through culpable behavior, particularly through: a) Violation of these T&Cs or applicable law b) Provision of false or misleading information c) Violation of rights of third parties d) Non-provision of agreed services e) Non-payment of agreed compensations f) Manipulation or misuse of the Marketplace

7.2.2 Liability between Users

The liability between Users is governed by the agreements made between them and the statutory provisions. The Company does not undertake any mediation or decision in disputes between Users unless expressly agreed.

7.3 Indemnification

7.3.1 Scope of the Indemnification Obligation

The User indemnifies the Company from all claims that other Users or other third parties assert against the Company due to: a) Violation of their rights through content posted by the User on the Marketplace b) Violation of contractual or legal obligations of the User towards other Users c) Other illegal actions of the User

7.3.2 Costs of Legal Defense

The User assumes the costs of the necessary legal defense of the Company including all court and attorney fees in the statutory amount. This does not apply if the User is not responsible for the legal violation.

7.3.3 Cooperation Obligations

The User is obligated to support the Company in the defense against claims of third parties, particularly by providing information and making necessary declarations.

8. Data Protection and Confidentiality

8.1 Data Protection

8.1.1 Privacy Policy

The Company collects, processes, and uses personal data in accordance with its Privacy Policy and applicable data protection laws.

The current Privacy Policy is available at any time on the Marketplace at [URL]. It is an integral part of these T&Cs. By accepting these T&Cs, the User also agrees to the Privacy Policy.

8.1.2 Data Processing for Contract Fulfillment

The Company processes the personal data of Users to the extent necessary for the fulfillment of the contract, particularly for: a) Provision and administration of the Marketplace b) Execution of the verification process c) Mediation between Clients and Contractors d) Billing of platform fees e) Communication with Users

8.1.3 Disclosure of Data

The Company only discloses personal data to third parties in the following cases: a) If this is necessary for the fulfillment of the contract b) If there is a legal obligation to do so c) If the User has consented d) If this is necessary for the enforcement of rights of the Company

8.2 Confidentiality

8.2.1 Confidential Information

Confidential information includes all information not publicly known that a User receives about other Users or the Company in the context of using the Marketplace, particularly: a) Trade secrets b) Financial information c) Technical data and know-how d) Customer data e) Project details and specifications f) Pricing and business conditions

8.2.2 Confidentiality Obligation

Each User commits to: a) Use confidential information only for the purposes for which it was disclosed b) Not disclose confidential information to third parties c) Take appropriate measures to protect confidential information

This obligation continues to apply after the termination of the use of the Marketplace for a period of three years.

8.2.3 Exceptions to the Confidentiality Obligation

The confidentiality obligation does not apply to information that: a) Is or becomes publicly known without this being caused by a violation of the confidentiality obligation b) Was already known to the recipient before the disclosure c) Was legally received from a third party without a confidentiality obligation d) Was independently developed by the recipient e) Must be disclosed due to legal obligations

9. Intellectual Property

9.1 Rights to the Marketplace

9.1.1 Ownership of the Company

The Marketplace and all associated content, functions, and services, including but not limited to texts, graphics, logos, images, audio files, downloads, data collections, software, trademarks, service marks, and domain names are and remain the exclusive property of the Company or its partners.

9.1.2 Limited License

The Company grants the User a limited, non-exclusive, non-transferable, and revocable license to use the Marketplace for the purposes provided in these T&Cs.

This license does not include the right to: a) Modify, copy, reproduce, duplicate, or make publicly available the Marketplace or parts of it b) Use the Marketplace for commercial purposes beyond those provided in these T&Cs c) Create derivatives of the Marketplace or

its content d) Decompile, reverse engineer, or disassemble the source code of the Marketplace e) Circumvent or manipulate the security measures of the Marketplace

9.2 User Content

9.2.1 Ownership Rights to User Content

All content that a User posts or transmits on the Marketplace remains the property of the User or their licensors.

9.2.2 License for the Company

The User grants the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, store, reproduce, edit, modify, adapt, translate, publish, distribute, and publicly display the content posted by the User on the Marketplace, to the extent necessary for the operation of the Marketplace or the provision of the services.

This license ends when the User removes their content from the Marketplace or deletes their Account, unless the content has been shared with other Users and they have not removed the content.

9.2.3 Display in References

The User grants the Company permission to use their name, logo, and general information about completed projects for reference and marketing purposes, unless the User expressly objects to this in writing.

9.3 Ownership Rights to Project Results

The regulation of ownership rights to works created in the context of a project and their usage rights is not subject to these T&Cs but is regulated between Client and Contractor within the framework of their agreements.

If no express agreement is made, the statutory provisions apply.

10. Term and Termination

10.1 Term

These T&Cs apply for the entire duration of the User's use of the Marketplace and end with the termination or deletion of the Account, unless individual provisions expressly continue to apply beyond termination.

10.2 Termination by the User

10.2.1 Ordinary Termination

The User can terminate their Account at any time by sending an email to bernard@areta.io. The termination becomes effective as soon as all open transactions are completed and all due fees are paid.

10.2.2 Continuing Obligations

The termination does not release the User from obligations that arose before the termination became effective, particularly: a) Payment obligations for already accepted offers or services provided b) Contractual obligations towards other Users c) Continuing confidentiality obligations d) The circumvention prohibition according to Section 5.4

10.3 Termination by the Company

10.3.1 Ordinary Termination

The Company can terminate the contractual relationship with a notice period of 30 days to the end of the month.

10.3.2 Termination for Cause

The Company can terminate the Account of a User at any time for cause without observing a notice period, particularly in case of: a) Serious violation of these T&Cs or applicable law b) Provision of false or misleading information during registration c) Repeated complaints from other Users about the quality of services provided d) Non-payment of due fees despite reminders e) Violation of the circumvention prohibition f) Harmful actions towards the Company or other Users g) Inactivity over a period of more than 12 months

10.3.3 Warning Before Termination

Before a termination for cause, the Company will usually warn the User and give them the opportunity to end the violation, unless the violation is so serious that a continuation of the contractual relationship is unreasonable.

The warning can be sent via email to the email address stored in the User's Account.

10.4 Consequences of Termination

10.4.1 Suspension and Deletion of the Account

With the effectiveness of the termination, the User's Account will be deactivated or deleted. The User then no longer has access to their Account and the information contained therein.

10.4.2 Processing of Ongoing Projects

Open transactions will be processed if possible. The Company can decide whether ongoing projects can still be processed through the Marketplace or whether alternative arrangements must be made.

10.4.3 Outstanding Payments

Due fees remain payable even after termination. The Company reserves the right to legally assert outstanding claims even after termination of the Account.

10.4.4 Continuing Provisions

Even after the termination of the contractual relationship, the following provisions remain in force: a) Payment obligations for services already provided b) Liability provisions c) Confidentiality provisions d) Provisions on intellectual property e) Circumvention prohibition f) Provisions on dispute resolution

11. Amendments to the T&Cs

11.1 Right to Amend

The Company reserves the right to amend these T&Cs at any time, particularly: a) To adapt to changed legal frameworks b) To adapt to technical developments c) To expand the functionality of the Marketplace d) To close regulatory gaps e) To harmonize with other contracts of the Company

11.2 Amendment Procedure

Amendments will be announced to Users at least two weeks before they come into effect via email or through a notification on the Marketplace.

The amendment notification will describe the amendments and inform the User that the amendments are deemed accepted if they do not object within two weeks.

11.3 Right to Object

If a User does not object to the amended T&Cs within two weeks after receiving the amendment notification, the amended T&Cs are deemed accepted.

In case of an objection, the Company reserves the right to terminate the contractual relationship at the time the amended T&Cs come into effect.

11.4 Extraordinary Right of Termination

In case of significant amendments to the T&Cs, the User has an extraordinary right of termination. This can be exercised until the amended T&Cs come into effect.

12. Final Provisions

12.1 Applicable Law

These T&Cs and all legal relationships between the Company and the Users are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the referral norms of International Private Law.

12.2 Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with these T&Cs and the contractual relationship between the Company and the User is, to the extent legally permissible, Berlin (Germany).

12.3 Severability Clause

Should individual provisions of these T&Cs be or become wholly or partially invalid, this does not affect the validity of the remaining provisions.

In place of the invalid provision, a regulation that comes closest to the economic purpose of the invalid provision applies. The same applies to any regulatory gaps.

12.4 Waiver

The non-exercise or delayed exercise of rights from these T&Cs by the Company does not constitute a waiver of these rights and does not impair the future exercise of these rights.

12.5 Notifications

All notifications from the Company to the User can be made via email to the email address provided by the User during registration. The User is obligated to keep their email address up to date and regularly check for notifications.

12.6 Complete Agreement

These T&Cs, together with the Privacy Policy and any additional agreements, constitute the complete agreement between the Company and the User regarding the use of the Marketplace and replace all previous agreements.

12.7. Supplemental

By agreeing to these Terms and Conditions, you also agree to any annexes that apply to your account type, services used or provided. Each annex is incorporated by reference and has the same legal effect as if set out in full in the main body of these Terms and Conditions.

Status: September 12, 2025

Areta GmbH, Kienberger Allee 4, 12529 Schönefeld, Germany, registered in the Commercial Register of the Local Court Cottbus under HRB 18768, represented by Jan-Philip Grabs, Karl-Martin Ahrend, Bernard Schmid, bernard@areta.io