

General Terms and Conditions (GTC) for business customers of PWP Leeway

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The company PWP Leeway UG (limited liability), Daberkowstraße 12, 13593 Berlin (hereinafter "PWP Leeway") offers its users via its platform under the Leeway brand on the website www.leeway.tech (hereinafter "PWP Leeway platform") stock analytics, market assessments and stock-related data (hereinafter referred to as "Service" and defined in accordance with Section 1.2 of these GTC). The following terms and conditions become part of the platform usage contract (related to the use of this PWP Leeway platform) between the user and PWP Leeway on the use of the PWP Leeway platform as such.

§ 1 Definitions

1.1

PWP Leeway: The contractual partner of the user of the platform is PWP Leeway UG (limited liability) ("PWP Leeway"). Detailed information about PWP Leeway can be found on the website www.leeway.tech under the point Impressum.

1.2

Service: PWP Leeway provides a so-called software-as-a-service (service) on its platform for the users of the PWP Leeway platform. The object of this service is the provision of objective stock analytics and market assessments with regard to selected securities and other financial products, recommendations on investment strategies and stock-related data (hereinafter "service") on the basis of these GTC. The service here lies exclusively in the provision of information on securities and other financial products, market assessments and general investment strategies (investment recommendation).

Neither the brokering or sale of securities or other financial products, nor personal investment advice, in which an examination of the personal circumstances is carried out or a recommendation is made as suitable for the customer as an investor, is part of the PWP Leeway platform or the service.

1.3

Users: Users are the users of the PWP Leeway platform in their capacity as natural persons (consumers within the meaning of § 13 BGB).

1.4

PWP Leeway platform: PWP Leeway makes its service available to its users via its website www.leeway.tech, its API api.leeway.tech or tools or plugins ("PWP Leeway platform" or also called "platform").

1.5 User

User agreement platform: PWP Leeway provides the use of its service on the PWP Leeway platform only on the basis of these terms and conditions ("user agreement platform"). These apply generally and directly between PWP Leeway and the users.

1.6

Subscription: The user can take out a fee-based, time-limited subscription for extended use (premium package) of the PWP Leeway platform.

1.7

Broker: As a financial service provider, a broker is responsible for executing securities orders from investors. For this purpose, he trades securities for the account of the customer.

§ 2 Contracting parties and scope of these terms and conditions

2.1

The contractual partner of the users of the PWP Leeway platform is PWP Leeway.

2.2

The user of the PWP Leeway platform can only be a natural person with unlimited legal capacity who is a consumer within the meaning of § 13 BGB who has entered into a usage contract platform with PWP Leeway by using the PWP Leeway platform or in written contact with a person authorized by PWP Leeway to conclude a contract confirm these terms and conditions.

2.3

These terms and conditions apply to the user contract platform and uses that come about between PWP Leeway and the users via services that are provided via the PWP Leeway platform.

2.4

These terms and conditions apply exclusively. Opposing, supplementary or deviating conditions of the users will only become part of the contract if and to the extent that PWP Leeway has expressly agreed to their validity. This consent requirement applies in any case, for example even if PWP Leeway performs the service without reservation in the knowledge of the conflicting, supplementary or deviating conditions of the user.

Individual agreements made with the user in individual cases (including side agreements, additions and changes) always take precedence over these GTC. A written contract or our written confirmation is decisive for the content of such agreements, subject to any counter-evidence.

2.5

References to the validity of legal regulations are only used for clarification purposes. Even without such a clarification, the statutory provisions apply unless they are directly changed or expressly excluded in these GTC.

2.6

PWP Leeway is entitled to change or add to these terms and conditions at any time, unless this is unreasonable for the user. For this purpose, PWP Leeway notifies its users in good time of the changes (in writing or by e-mail) and publishes them on the PWP Leeway platform. If the user does not object to the changes to the terms and conditions, which must be made within six (6) weeks after notification, the changed terms and conditions are deemed to have been accepted by the user. In the notification, the user is expressly informed of his right to object and the significance of the objection period. In the event that the user objects to the change or addition to the GTC, PWP Leeway is entitled to terminate

the user contract platform on the basis of these GTC vis-à-vis the user with a notice period of four (4) weeks.

2.7

These terms and conditions can be displayed and saved as a PDF file (<https://leeway.tech/assets/AGB-B2B-eng.pdf>). Users are also entitled to print them out. The user can call up, print out and save the terms and conditions at any time on the PWP Leeway website.

§ 3 Subject matter of the contract

3.1

The subject of these GTC is the granting of use of the PWP Leeway service for its users on the PWP Leeway platform. By using the PWP Leeway platform, the user consents to these terms of use for the platform usage contract.

3.2

As part of the platform usage contract, which is subject to these terms and conditions, PWP Leeway gives its users an overview of the stock analytics, market assessments and data packages available. PWP Leeway makes the PWP Leeway platform available to users for use only and allows users to access it. When registering, the user can choose between various service modules. Before registering, the user can find out about the different scopes of services on the PWP Leeway platform before registration (<https://leeway.tech/en/plans>).

Neither source code nor object code of the software are left to the user. The user only receives the technical possibility and authorization to access and use the software of the service, which is hosted on a central server, via the Internet. The users have to register, whereby they have to decide on a service module as part of the registration. Upgrades and downgrades between these service modules are possible for registered users in the login area on the basis of these terms and conditions.

3.3

The contract language is German.

§ 4 Registration with PWP Leeway and usage contract platform

4.1

Für die Nutzung der Plattform im beschränkten Umfang kann sich der Nutzer auf Grundlage dieser AGB kostenfrei im entsprechenden Prozess registrieren (im Folgenden "Basis-Nutzung"). Damit der Nutzer die Plattform in vollem Umfang nutzen kann, muss er sich auf Grundlage dieser AGB registrieren (dies ist die Basis-Nutzung) und ein entsprechendes Abonnement zur erweiterten Nutzung abschließen (im Folgenden "Premium-Paket"). Über den Online-Registrierungsprozess kann sich der Nutzer auf der PWP Leeway-Plattform wie folgt anmelden. Die Nutzung der PWP Leeway-Plattform durch den Nutzer erfolgt ausschließlich auf Grundlage dieser AGB sowohl für die Basis-Nutzung als auch das Premium-Paket. Vor verbindlichem Vertragsschluss durch den Nutzer im Rahmen der Registrierung bzw. im Rahmen des Up- bzw. Downgrades werden sämtliche vertragsrelevanten Punkte (insbesondere aber nicht abschließend der monatliche Vergütungsbetrag gem. § 5 dieser AGB) angezeigt. Die Absendung der Online-Registrierung als Nutzer stellt eine rechtsverbindliche Offerte zum Vertragsschluss gegenüber PWP Leeway auf Grundlage dieser AGB dar.

Der Nutzer wird per E-Mail über den Eingang seiner Registrierungsanfrage informiert. Im Anschluss versendet PWP Leeway nach Prüfung der Anfrage eine E-Mail an den Nutzer, welche einen Aktivierungslink enthält. Der Nutzer muss seine Registrierung durch Anklicken des Aktivierungslinks aktivieren. Hierdurch kommt jedoch noch kein Nutzungsvertrag-Plattform mit PWP Leeway zu Stande. Ein Vertrag mit PWP Leeway kommt erst zu Stande, wenn PWP Leeway dem Nutzer in einer Bestätigungsmail den Vertragsschluss bestätigt oder das Benutzerkonto durch PWP Leeway freigeschaltet wird. Es obliegt jedoch PWP Leeway in ihrem eigenen Ermessen zu entscheiden, ob der jeweilige Nutzer freigeschaltet wird bzw. ob ein Nutzungsvertrag-Plattform mit diesem abgeschlossen wird. PWP Leeway richtet für den Nutzer im Falle einer erfolgreichen Registrierung ein individuelles und persönliches Benutzerkonto ein. Falls notwendig, wählt der Nutzer einen Benutzernamen und ein individuelles Passwort. Für Zugang zu API-Funktionen wird dem Nutzern ein einzigartiges Zeichenfolge für die Identifizierung (API-Token) zugewiesen. Das Passwort bzw. der API-Token ist geheim zu halten und der Zugang zu dem Benutzerkonto sorgfältig zu sichern.

Bis zum verbindlichen Abschluss der Registrierung kann der Nutzer seine Eingaben im elektronischen Kaufprozess über die üblichen Eingabegeräte korrigieren. Der Nutzer kann mögliche Eingabefehler durch aufmerksames Lesen der auf dem Bildschirm dargestellten Informationen erkennen. Ggfs. ist die Veränderung der Darstellungsgröße des Browsers hilfreich für die bessere Erkennbarkeit von Eingabefehlern.

4.2

The user contract platform regulates the rights and obligations of the user in relation to the use of the PWP Leeway platform. There is no obligation on the part of PWP Leeway to make the platform available for all end devices or at all times. PWP Leeway reserves the right to change the platform - in particular the software - technically and in terms of content. PWP Leeway and its partners can supplement service-relevant information via the PWP Leeway platform with additional information or advertising, e.g. from sponsors.

The user can end the subscription to a newsletter at any time by clicking on the "Unsubscribe newsletter" field in the newsletter. In this case, the user's email address is deleted from the newsletter distribution list and the lack of consent is noted in the user area. The user only receives notifications about marketing activities from PWP Leeway (newsletter) if they have agreed to receive the newsletter.

The user is not entitled to transfer his user account to a third person without the express consent of PWP Leeway. The user is also not entitled to pass on the access data to his user account to third parties.

4.3

The user is hereby expressly advised that ...

- a) ... PWP Leeway only offers analyzes and market assessments on the PWP Leeway platform. PWP Leeway does not broker or sell any securities or other financial products.
- b) ... the contents of the PWP Leeway platform are for information purposes only and do not constitute investment advice, recommendations or requests to buy, sell or hold securities. The information provided is not a substitute for professional, personal advice appropriate to the investment and investor. The information does not constitute an offer to subscribe for or purchase

securities or similar financial products. The user cannot acquire the securities or other financial products via the PWP Leeway platform, but only via his own bank account or broker.

The user is advised that any offers from brokers on the platform are their responsibility and that PWP Leeway has no influence on these offers and does not become a party to any contractual relationships between the user and the broker. PWP Leeway advises its users that securities transactions - depending on the structure of the security - involve different risks. This includes exchange rate risks and credit risks (default risk or insolvency risk) of the issuer up to the risk of total loss. When deciding on a securities transaction, it is particularly important to note that past performance is not a reliable indicator of future performance;

- c) PWP Leeway may receive minor benefits from third parties in the form of financial analyzes or other information material, training courses or services. The receipt of such donations is not directly related to the service provided to the user and in particular does not affect the recommendations and market assessments made. These allowances are only used to provide the user with the service and to continuously improve it.

4.4

PWP Leeway reserves the right to check at any time whether the user has used the PWP Leeway platform properly and in accordance with these terms and conditions based on his previous activities. If this contractual requirement is not met, PWP Leeway can take suitable measures that the user can no longer use the PWP Leeway platform or its service.

4.5

When registering with PWP Leeway, the user expressly assures and guarantees in the sense of an independent guarantee promise, ...

- a) ... that all the data provided by way of registration for the PWP Leeway platform are true and complete and
- b) ... that he is of legal age and a consumer within the meaning of § 13 BGB.

4.6

PWP Leeway can itself be economically involved in the analyzed securities and financial products on the PWP Leeway platform. For further information and any conflicts of interest, the user can view the area provided for this on the PWP Leeway website.

4.7

The user is obliged to inform PWP Leeway immediately if there are indications that his user account has been misused or used by third parties. If the user does not comply with this obligation, he is liable for all activities that take place using his user account.

§ 5 Duration, termination and blocking of the platform usage contract and the subscription

5.1

The platform usage contract with regard to the basic usage has an indefinite term. With regard to the premium package in the sense of the subscription, the term corresponds to the selection made by the user according to the time range selected in the registration process (specific term). The specific term of

the premium package is extended in accordance with the regulation in accordance with § 5.2 of these terms and conditions automatically.

5.2

The platform usage contract with regard to basic usage can be terminated at any time via the platform by both parties. However, if the customer still has a running term of a premium package, the proper termination is not possible before the expiry of this term of the premium package, but leads to the termination of the user contract platform with the termination of the premium package. Unless one of the parties cancels via the platform up to one (1) calendar day before the subscription (or premium package according to § 5.1 of these GTC) expires, this subscription (or premium package) is automatically extended by the same previous period .

5.3

Both the user and PWP Leeway reserve the right to extraordinary termination of the platform usage contract and the respective subscription, unless additional or different agreements are made below, in accordance with the statutory provisions. An extraordinary right to terminate the user contract platform and the corresponding subscription by the user as well as PWP Leeway exists in particular, but not exclusively, if ...

- a) one of the parties is insolvent, insolvency proceedings have been opened against their assets or the opening of insolvency proceedings against their assets has been rejected due to insufficient assets;
- b) if enforcement measures have been ordered against a party and these have not been demonstrably withdrawn within one month, or
- c) if the continuation of the usage contract platform or the subscription of the other contracting party does not appear reasonable, as an essential contractual provision of this contract has been violated and this contract violation has not been remedied within a period of fourteen (14) days even after being requested to do so.

5.4

In addition to Section 5.3 of these GTC, PWP Leeway has an extraordinary right to terminate this user contract platform or the respective subscription (without observing a deadline for an important reason) if ...

- a) the user has not paid a claim despite a reminder (including a grace period of ten (10) days) or
- b) the user continues to violate Section 4.5 of these General Terms and Conditions despite an improvement period of five (5) calendar days.
- c) the user resells the data provided, makes it available for download in bulk or otherwise makes it available to third parties for further use. The commercial use of the data is explicitly permitted, within the scope of the analysis and integration on the user's own homepages, reports and other products.

5.5

As an alternative to § 5.3 and § 5.4, PWP Leeway can simply block the user's account on the PWP

Leeway platform in these cases. In such cases, PWP Leeway also reserves the right to block the user's IP address for inquiries from the platform. The user's IP address can also be temporarily blocked if the frequency of the requests (API call) endangers the stability and availability of the platform. If, despite an improvement period of five (5) calendar days, the limit values specified by the technical manager at PWP Leeway are not complied with, PWP Leeway reserves the right to block the user account and to terminate the user contract extraordinarily.

5.6

After the end of the platform usage contract, the user no longer has access to the account and his profile. His profile will then also be deactivated. PWP Leeway is not responsible for securing the information stored in the account and profile. The user is therefore required to save the data relevant to him in good time before the end of the contract period on a storage medium that is independent of PWP Leeway, provided these terms and conditions allow.

§ 6 Remuneration | Invoicing

6.1

PWP Leeway receives the following remuneration for the service agreed within the framework of these GTC. The amount of the remuneration results from the subscription selected by the user in the registration process or a later upgrade or downgrade of the subscription (according to § 3.2 of these GTC).

6.2 The prices mentioned are gross prices and include statutory sales tax

6.3

The user receives an invoice from PWP Leeway for the service provided. These invoices are always due immediately and must be paid in full by the user within five (5) bank working days after receipt of the invoice by credit card via Stripe or, if applicable, by bank transfer (payment method). For the timeliness of the payment, the credit on the business account of PWP Leeway (as shown on the invoice) is decisive. When the payment period expires, the user is in default without a reminder. If the payment service provider Stripe Billing (<https://stripe.com/de/billing>) is used as part of the booking process or payment by the user (also referred to as "online payment" in these terms and conditions), the following applies. This online payment is subject to the Stripe Service Agreement (<https://stripe.com/de/ssa>) and all applicable sub-agreements, which contain the Stripe Terms of Service (summarized under the collective term "Stripe Services Agreement").

By agreeing to these terms and conditions, users accept the terms of the "Stripe Services Agreement" (<https://stripe.com/de/ssa> and <https://stripe.com/en-de/privacy>), which is provided by Stripe may be adjusted from time to time. As a prerequisite for the PWP Leeway platform to be able to use the payment services of Stripe, the user agrees to provide complete and complete information about himself and himself and authorizes PWP Leeway to use this information and transaction information in connection with the use of the Payment services offered by Stripe are available to pass on. Any costs incurred (costs of the payment provider (<https://stripe.com/de/pricing#pricing-details>) when using this online payment service provider are borne by PWP Leeway (hereinafter referred to as "costs of payment service providers").

6.4

Objections to the billing of services provided by PWP Leeway must be raised by the user in writing within eight (8) weeks of receipt of the invoice at the address stated on the invoice. After expiry of the aforementioned period, the billing is deemed approved by the user. PWP Leeway will specifically point out to the user the significance of their behavior when sending the invoice.

6.5

The user is only entitled to rights of set-off or retention insofar as their claim has been legally established, recognized by PWP Leeway, or is undisputed by PWP Leeway.

§ 7 data protection and security

7.1

PWP Leeway is aware of the sensitivity of personal data and observes the legal regulations on data protection when handling personal data of users. The legal basis for this is in particular the Telecommunications Act (TMG), the Federal Data Protection Act (BDSG) and the Teleservices Data Protection Act (TDDSG). For further information, please refer to the PWP Leeway data protection declaration on the website.

7.2

PWP Leeway is permitted to collect, process, save and use the personal data provided, insofar as this is necessary for the purpose of executing the platform usage contract. This data is then used for the service by PWP Leeway.

7.3

PWP Leeway - unless otherwise regulated in these terms and conditions - does not pass on personal data without authorization. In addition, PWP Leeway provides users with free and immediate information about the personal data stored by them in accordance with the statutory provisions.

§ 8 usage rights of the user and legal reservations against the user

8.1

The user permitted to use the data with restrictions. The storage, analysis and display of the data is only permitted for private use.

8.2

Commercial exploitation of the data and content is prohibited.

8.3

Under no circumstances is the user permitted to resell the data obtained via the PWP Leeway service, to make them available in bulk to third parties for download or to publish in other forms that appear suitable or even serve the purpose of transferring a significant part of a data set to third parties for further use.

§ 9 Interruption | Impairment of the accessibility of the platform / service

9.1

Adjustments, changes and additions to the PWP Leeway platform as well as measures that serve to identify and correct malfunctions will only result in a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.

9.2

The basic functions of the software are monitored daily. The maintenance of the software is guaranteed from Monday to Friday 9:00 a.m. - 6:00 p.m. In the event of serious errors - the use of the software is no longer possible or seriously restricted - maintenance takes place within three (3) hours of knowledge or information from PWP Leeway.

9.3

If the error correction is not possible within twelve (12) hours, PWP Leeway will notify the user by email within twenty-four (24) hours, stating the reasons and the period that is likely to be expected for the error correction .

9.4

The availability of the respectively agreed services according to this contract (in particular those according to § 3 of these GTC) is 98.5% on an annual average including maintenance work, but the availability must not be impaired or interrupted for more than two calendar days in a row.

§ 10 Liability in general

10.1

PWP Leeway guarantees the operational readiness of the software according to the provisions of these terms and conditions.

10.2

In the event that services from PWP Leeway are used by unauthorized third parties, the user is liable for any fees incurred as a result within the framework of civil liability.

10.3

The use of the Service and the PWP Leeway Platform from PWP Leeway is at the users' own risk. In particular, PWP Leeway is not liable for any financial losses of users through trading in securities and/or financial products.

10.4

PWP Leeway is liable for damages - regardless of the legal reason - within the framework of fault liability in the event of willful intent and gross negligence. In the event of simple negligence, PWP Leeway is only liable for damage to life, limb or health, subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in one's own affairs)

- for damages from injury to life, body or health
- for damages from breach of essential contractual obligations; liability limited to foreseeable, typically occurring damage

10.5

PWP Leeway is not liable for the loss of data, insofar as the damage is based on the user's failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

§ 11 Right of Revocation

11.1

Consumers generally have a statutory right of revocation when concluding a distance selling transaction, about which PWP Leeway informs below in accordance with the statutory model. A model revocation form can be found in §11.2.

Revocation Policy

Right of Revocation

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the day of conclusion of the Platform Usage Agreement.

To exercise your right of revocation, you must inform us

PWP Leeway UG (haftungsbeschränkt)

Daberkowstraße 12, 13593 Berlin

+49 176 5534 7836,

kontakt@leeway.tech

by means of a clear statement (e.g. a letter sent by post, telefax or email) about your decision to revoke this contract. You can use the attached model revocation form for this purpose, but it is not mandatory.

To meet the revocation deadline, it is sufficient if you send the notification of the exercise of the right of revocation before the revocation period expires.

Consequences of Revocation

If you revoke this contract, we must repay you all payments we have received from you, including delivery costs (except for the additional costs resulting from the fact that you have chosen a type of delivery other than the inexpensive standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged fees for this repayment.

If you have requested that the services begin during the revocation period, you must pay us a reasonable amount corresponding to the proportion of services already provided up to the time you inform us of the exercise of the right of revocation regarding this contract compared to the total scope of services provided for in the contract.

11.2

PWP Leeway informs about the model revocation form according to the legal regulation as follows:

Model Revocation Form

(If you want to revoke the contract, please fill out this form and send it back.)

— — To PWP Leeway UG (haftungsbeschränkt) Daberkowstraße 12, 13593 Berlin,
kontakt@leeway.tech

- — — I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/ the provision of the following service (*)
- — — Ordered on (*)/received on (*)
- — — Name of consumer(s)
- — — Address of consumer(s)

- — — Date
- — — Signature of consumer(s) (only if notification on paper)

- (*) Delete as applicable

§ 12 final provisions

12.1

If the user as a consumer does not have his general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from this legal relationship is the court responsible for the registered office of PWP Leeway.

12.2

The parties are aware that the software may be subject to export and import restrictions. In particular, there may be authorization requirements or the use of the service or related technologies abroad may be subject to restrictions. PWP Leeway will comply with the applicable export and import control regulations of the Federal Republic of Germany and the European Union, as well as all other relevant regulations. The fulfillment of the contract by PWP Leeway is subject to the condition that there are no obstacles to fulfillment due to national and international regulations of export and import law or any other statutory regulations.

12.3

German law applies to this contract to the exclusion of the UN sales law. The place of performance is the headquarters of PWP Leeway.

12.4

The EU Commission provides a platform for online dispute resolution under the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved. PWP Leeway is neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

12.5

Should one of these provisions be or become ineffective or impracticable, this shall not affect the validity of the remaining provisions. Instead of the ineffective or impracticable provision, a regulation should come into effect that, as far as legally possible, comes closest to the will of the parties. The same applies in the event of a loophole.