

bunch Platform Terms and Conditions

These Terms and Conditions (the “**Terms**”) apply to the use of the platform available on www.bunch.capital (the “**Digital Platform**”) by you (“**you**” or “**your**”) and the other users of the platform (together with you, the “**Users**”). The Digital Platform is operated by bunch technology GmbH, Neue Schönhauser Str. 13, 10178 Berlin (“**bunch**”, “**we**”, “**us**” or “**our**”). bunch is a digital service provider that offers technical assistance and administrative support services via the Digital Platform to administer business activities and related support to you and other Users.

1 Agreement to the Terms

- 1.1 In order to use the Digital Platform and the services offered through the Digital Platform, you must register on the Digital Platform and agree to the Terms between you and bunch by selecting the applicable box indicating your agreement during the registration process.
- 1.2 To save or print the Terms, click [here](#). You can also access these Terms at any time in your personal account accessible via the Digital Platform (the “**Account**”).
- 1.3 bunch offers the Basic Platform Services (as defined below) only on the basis of these Terms. Deviating User terms and conditions are expressly rejected. Deviating User terms and conditions shall not become part of the Terms even if bunch begins to perform the services without having objected to such deviating terms and conditions again.

2 Scope of the Terms

These Terms apply to you as a User of our Digital Platform in connection with your use of and/or access to the Basic Platform Services. These Terms apply until terminated pursuant to Clause 15.

3 Services provided through the Digital Platform

3.1 Basic Platform Services

- 3.1.1 The Digital Platform is a technical infrastructure that enables you to digitise your investments in private assets and to conduct, administer and/or participate in such investments. Each User that creates an Account and completes the onboarding process may use the following services (collectively, the “**Basic Platform Services**”):
 - 3.1.1.1 You may administer your Account and input and modify the personal data in your Account.
 - 3.1.1.2 You may link your Account to one or more investment(s) on the Digital Platform that you conduct, administer and/or participate in on the Digital Platform.
 - 3.1.1.3 You may monitor the investment(s) that you conduct, administer and/or participate in via the Digital Platform. The exact extent of information provided by the Digital Platform as to such investment(s) will depend on which Additional Services (as defined in Clause 3.2.1 below) and to which separate Service Contract (see Clause 9) the investment(s) is subject.
 - 3.1.1.4 You may use the communication functions of the Digital Platform to receive messages and documents from certain other Users of the Digital Platform. You may also be entitled to send messages and documents to certain Users of the Digital Platform, in each case subject to the Acceptable Use Policy (Clause 7), as an Additional Service pursuant to Clause 3.2. The scope of the other Users you may communicate with will be set forth in further detail in the terms for the Additional Services but will, in most cases, include other Users that are linked to the investment(s) that you conduct, administer and/or participate in via the Digital Platform. This means, generally, Users that are partners of an investment vehicle or otherwise co-investors or representatives of the target vehicle.

3.2 Additional Services

3.2.1 You may be entitled to have access to various additional services through the Digital Platform (collectively, the “**Additional Services**”). The scope of the Additional Services in respect of investments is agreed separately with bunch and is subject to a separate Service Contract (see Clause 9 of these Terms). Access to and use of the Additional Services requires that you maintain an active Account and comply with these Terms and that the terms of the Service Contract are complied with. Access to the Additional Services, for example in respect of establishing investment vehicles, may require additional information from you.

3.2.2 **Third-Party Services:** As part of the Additional Services, we may provide referrals to third-party service providers or links to third-party websites or interfaces. However, any services provided by such third-party service providers (“**Third-Party Services**”) will be subject to a separate agreement between you and the third-party service provider. You are responsible for complying with the terms of service of any such third-party service providers. We do not take any responsibility for such Third-Party Services.

3.3 **No legal or tax advice:** Bunch does not provide legal or tax advice. We encourage you to consult your own legal and tax advisors in connection with your use of our services. We may provide you with referrals to third-party legal or tax advisors (e.g., tax or accounting providers) who provide their services independently and on the basis of a separate agreement with you as a Third-Party Services. As such, we take no responsibility for any such Third-Party Services.

4 Who can use the Digital Platform

The Digital Platform and the Basic Platform Services and (if applicable) Additional Services are only available to those Users who satisfy the following requirements at all times.

4.1 Entrepreneurs only:

4.1.1 Use of the Digital Platform and the services offered through the Digital Platform is strictly limited to persons who are not considered to be consumers under governing law (such persons referred to in the Terms as “**Entrepreneurs**”). Consumers are explicitly excluded from the use of the Digital Platform and the services offered through the Digital Platform. You must continue to have the status of an Entrepreneur through your use of the Basic Platform Services and (if applicable) Additional Services.

4.1.2 In order to confirm that you have the status of an Entrepreneur, we ask for certain information during the onboarding and registration process. This may include information relating to, for example, previous experience in the field of venture capital, private equity and funds, volume and frequency of current and previous investments and whether you will carry out your investments through an investment vehicle (and if so, the tax identification number of such vehicle). You will also be required to confirm that you acknowledge that you will carry out all investment activity on the Digital Platform knowingly and with full understanding of the underlying risk of each such investment. You must also inform bunch of any circumstances that lead to you no longer being considered as an Entrepreneur under governing law.

4.1.3 As an Entrepreneur, you may grant access to your Account to one or more third parties who will be onboarded as individual Users and may be given read-only access or authority to enter and/or modify data in your Account (each such third party, an “**Impersonator User**”). If you are an Impersonator User, you may have access to the Basic Platform Services subject to these Terms and the terms of your Impersonator User access, as accepted separately.

- 4.2 **Authorised to act:** If you are acting on behalf of a legal entity or as a proxy on behalf of another person, you must at all times be legally authorised to carry out your activities on the Digital Platform for the duration of your use thereof. bunch reserves the right to require confirmation of such legal authorisation and, if applicable, proof thereof at any time.
- 4.3 **One Account for each individual User:** You may not have multiple Accounts on the Digital Platform. bunch reserves the right to close additional Accounts at any time. You may also not have group Accounts (i.e., Accounts linked to group email addresses).
- 4.4 **Open your Account for yourself:** You may not open an Account for another person other than yourself. This means, for example, that you cannot open one Account for joint heirs or married couples. You must use your real name to open your Account.
- 4.5 **18 and over only:** You may generally only open an Account if you are at least 18 years old. If you are not yet 18 years old when first opening your Account with bunch, you will be required to prove the necessary consent of your legal guardian.

5 **KYC and User Onboarding**

- 5.1 You open an Account by providing certain information about you and, as applicable, the investment(s) you want to conduct, administer and/or participate in via the Digital Platform as well as your Entrepreneur status. You may only open an Account once you have provided such minimum information and completed our know-your-customer identification and verification process (“**KYC**”) to bunch’s satisfaction, in its sole discretion.
- 5.2 Our KYC procedures have been developed in order to ensure our compliance with applicable law, including anti-money laundering regulations. As such, the information required is such information necessary under applicable statutory law and/or our own KYC policy. Such information includes, *inter alia*, your (i) full legal name, (ii) place of residence, (iii) citizenship(s), (iv) birthdate and place of birth, (v) contact information (e.g. email address) and (vi) if you intend to invest with an entity, corresponding information as to the entity, such as company address, register number and tax identification number. Depending on the scope of the Additional Services, we may require additional identifying information regarding you, the investment target company, ultimate beneficial owners and legal representatives of an entity and/or the investment, as a condition to access to and use of the Additional Services.
- 5.3 You are required to maintain a positive KYC status (a “**Positive KYC Status**”) for the duration of your access to and use of the Digital Platform. A “Positive KYC Status” means that, at onboarding, you complete initial onboarding KYC to our satisfaction and, thereafter, that you promptly comply with any ongoing requests for information, by responding within two (2) weeks following our request. We are required to update KYC information in relation to our Users on a periodic basis, and we are also required to confirm KYC information if certain information as to our business relationship, your investment(s) or your KYC status changes. This could include, for example, a change in your status as “politically exposed person” or a change in the ultimate beneficial owners of your investment entity.

6 **Third-Party Content and Third-Party Websites**

- 6.1 bunch has no control over and does not review or monitor any third-party content or data uploaded to, or distributed via, the Digital Platform (“**Third-Party Content**”). bunch is not responsible for the accuracy or completeness of such Third-Party Content.
- 6.2 Third-Party Content may include links or content that redirects to external websites, platforms or application programming interfaces (APIs) operated by third parties (“**Third-Party Websites**”). Third-Party Websites are neither under the control of nor owned by bunch. bunch does not review or monitor Third-Party Websites and is not liable for such Third-Party Websites.
- 6.3 Regarding Third-Party Content that you upload to or distribute via the Platform, the following applies:

- 6.3.1 You are responsible for ensuring that you are allowed to upload and/or distribute via the Digital Platform any Third-Party Content, including any links or content that redirects to Third-Party Websites. We are not responsible for reviewing or checking any Third-Party Content or Third-Party Websites that you upload and/or distribute via the Digital Platform.
 - 6.3.2 You may not upload any content to, or distribute any content via, the Digital Platform that infringes third-party rights, especially with respect to copyright, trademark and other third-party intellectual property rights, or that violates any confidentiality obligations. You must also ensure that you have all necessary rights to any content that you upload that is sourced from or incorporates information from third parties.
 - 6.3.3 When uploading Third-Party Content, you must ensure that you have all necessary rights to grant bunch the rights of use pursuant to Clause 13 below.
 - 6.3.4 It is also prohibited to provide any information from or relating to third parties that has not been duly authorised to be disclosed and further distributed, including to bunch and any other recipients on the Digital Platform. This applies particularly to personal data from third parties and/or business secrets. It is your responsibility to ensure that you have sufficient authorizations to post any such third-party information.
- 6.4 bunch has the right to remove any Third-Party Content that you upload to or distribute via the Digital Platform in violation of applicable laws or these Terms.

7 Acceptable Use Policy

You must meet and comply with the following requirements at all times when using the Digital Platform:

- 7.1 **Compliance with legal obligations:** You must ensure that you comply with all law, including tax, financial regulatory, anti-money laundering and sanctions statutes and regulations, that may apply to your activities on the Digital Platform. You must consult with your legal and tax advisors in order to determine what law applies to you and your activities on the Digital Platform.
- 7.2 **Accuracy of User information:** You are responsible for ensuring that the personal data and other information you provide to us about you (including, if applicable, any corporate entity you are investing through and any personal data about your investment partners) is complete, accurate and up-to-date at all times. You are obligated to update us promptly if any information provided to us during registration for your Account or otherwise no longer meets this requirement. This can be done through the Digital Platform (including by updating your Account information). bunch takes no responsibility for any information submitted to it by a User through the Digital Platform or otherwise being complete, accurate and up-to-date at all times.
- 7.3 **Accuracy of investment information:** You are responsible for ensuring that the personal data and other information you provide to us about any investments you conduct, administer and/or participate in via the Digital Platform is complete, accurate and up-to-date at all times. You are obligated to update us promptly if any information provided to us during registration for your Account, setting up or onboarding of an investment or otherwise no longer meets this requirement. This can be done through the Digital Platform. bunch takes no responsibility for any information submitted to it by a User through the Digital Platform or otherwise being complete, accurate and up-to-date at all times.
- 7.4 **No use of the Digital Platform for illegal, malicious or fraudulent purposes:** You may not use the Digital Platform for any purpose that is illegal, malicious or fraudulent.
- 7.5 **No use of the Digital Platform for competitive or marketing purposes:** You may not use the Digital Platform, or the data or information contained therein or made available thereby, for any purpose competitive to any part of bunch's business model, our Digital Platform, the Basic

Platform Services or the Additional Services, including monitoring or tracking the Digital Platform's availability, performance or functionality, mirroring the Digital Platform or interfering with the Digital Platform's code or data or any trademarks contained on the Digital Platform. You may not scrape the Digital Platform for data or information or use similar extraction tools.

- 7.6 **Use of the Digital Platform for its intended purpose:** You may only use the Digital Platform, and the data or information contained therein or made available thereby, in connection with the conducting, administering and/or participating in investments onboarded to the Digital Platform. Any other use is unauthorised and a breach of these Terms.
- 7.7 **Use of information:** You must also ensure that any information you provide to us or upload or distribute via the Digital Platform complies with all regulatory, contractual and corporate obligations (including, for example, confidentiality obligations), and you may also only download or use information from the Digital Platform in compliance with such obligations.
- 7.8 **Responsible content and use:** We do not permit content on, or use of, the Digital Platform that is illegal, offensive, racist, discriminatory, pornographic or obscene ("**Prohibited Content**"). We also do not permit content on the Digital Platform that is reasonably likely to result in injury or loss to bunch or other Users (whether personal or monetary or otherwise). You also may not use the Digital Platform, and the data or information contained therein or made available thereby, to generate Prohibited Content, spam or junk emails or to impersonate bunch (including, without limitation, bunch's user interface or URL).

8 Access to your Account and confidentiality of log-in data

You are required to keep your log-in data confidential at all times. You may not provide your log-in data to third parties. If you require that a third party (for example, your proxy or your personal assistant) have access to your Account, you must request separate access from bunch for such individuals. If you have reason to believe that a third party has or may have access to your log-in data, you are required to inform bunch immediately, so that we can suspend access to your Account and enable you to reset your password.

9 Service Contract with bunch

- 9.1 A contract for the provision of administration support services (a "**Service Contract**") is required to be entered into with bunch for you to receive Basic Platform Services and/or Additional Services. Depending on the Basic Platform Services and/or the Additional Services in question, the Service Contract may be entered into with an investment vehicle or its managing or general partner, a holding vehicle, a start-up or target company or the lead investor (each the "**Counterparty**"). In most cases, a single Service Contract will be entered into with a Counterparty that applies to multiple Users. Subject to such a Service Contract, you would then be entitled to use certain other Additional Services. Unless you are a Counterparty, you will not enter into a Service Contract directly with bunch.
- 9.2 If applicable, the Service Contract governing the Additional Services you may be entitled to receive, if any, will be made available in your Account following execution thereof by the relevant Counterparty.

10 Fees for usage of the Digital Platform and for Additional Services

- 10.1 Registration for your Account as well as access to the Digital Platform and the Basic Platform Services is currently provided free of charge. We may adjust the fees applicable to the foregoing services from time to time, subject to Clause 16.
- 10.2 Any fees applicable to the Additional Services, if any, are set forth in the applicable Service Contract, if any. The fees are payable by the relevant Counterparty to the Service Contract. If you are a partner or shareholder of an investment vehicle that is a Counterparty to a Service Contract, this means you will indirectly cover your pro rata portion of the fees paid by the investment vehicle.

11 Accuracy of bunch Content and availability of the Digital Platform

- 11.1 The Digital Platform and the information made available by bunch on the Digital Platform, e.g. any information, templates, reminders, notifications, etc. ("**bunch Content**"), have been created with great care. However, we cannot guarantee that the Digital Platform and the bunch Content are at all times accurate, complete and up-to-date. The bunch Content depends significantly on the accuracy, completeness and currentness of the User information provided via the Digital Platform, including in particular calculations as to investment performance, which are reliant on input from you and other Users. While we require you and other Users to ensure the accuracy, completeness and currentness of such information, we cannot guarantee that bunch Content will be error-free if the underlying information provided by Users contains inaccuracies or incomplete or out-of-date information. You are also required to promptly report any malfunctions, disruptions, or impairment of the bunch Content or Digital Platform as accurately as possible.
- 11.2 The Digital Platform may not be available at all times. This may be due to regular or unscheduled maintenance work, internet outages or other planned or unplanned downtimes of the Digital Platform. As a result, you may from time to time not be able to access and use the Digital Platform or to use all of the Digital Platform's functions and/or services. bunch endeavours to inform Users via push notification in their respective Accounts of planned downtimes of the Digital Platform and to keep any downtimes of the Digital Platform as short as practicable. Should you be prohibited from accessing the Digital Platform due to any technical reason, we will try to enable your access as quickly as possible. Clause 14 shall apply in respect of any damages a User may suffer as a result of the Digital Platform not being accessible.
- 11.3 The Digital Platform requires an internet connection as well as a device and browser capable of accessing the internet. bunch is entitled to adapt and change the technical requirements for the use of the Basic Platform Services and/or the Additional Services at any time if this corresponds to the state of the art or appears appropriate for reasons of security of the services. It is your responsibility to keep the technical requirements up to date during the term of these Terms and to be aware of any changes to the requirements announced or notified on the Digital Platform. You do not have a right to access the Digital Platform in earlier versions.

12 Responsible investing and risks of investment

- 12.1 Although we have established a process to ensure we only provide the Digital Platform, the Basic Platform Services and the Additional Services to Entrepreneurs that have provided sufficient evidence of their investing experience, you must determine for yourself and in your own judgement if you understand and are willing to accept the financial, tax and legal risks related to any of the investments conducted and/or administered via the Digital Platform. You should therefore only conduct and/or administer investments on the Digital Platform after careful due diligence including, as the case may be, thorough review and assessment of the information available on the Digital Platform and elsewhere. You should obtain all professional advice as may be appropriate or required to protect your interests, especially from a financial, legal and tax perspective.
- 12.2 Through the Digital Platform, Users may conduct, administer and/or participate in eligible investments. As part of the onboarding process and for each new investment, you are required to acknowledge and agree that you know and fully understand the underlying risks of each investment before conducting, administering and/or participating in such investment.
- 12.3 In particular, by using the Digital Platform to conduct and/or administer investments, you must acknowledge and agree that you are aware of and accept the following:
- 12.3.1 you may suffer total loss of invested capital contributions;

- 12.3.2 you may be held directly liable vis-à-vis third parties and may not be able to shield your private assets, for example, if your investment vehicle is not structured as a limited liability corporation or limited liability partnership; and
- 12.3.3 you have substantial risks arising from investments in start-ups, including lack of business processes, unsuitable management, failure to meet revenue or profit expectations or projections and resulting insolvency risks.

13 Right of Use

- 13.1 Unless otherwise granted in these Terms, bunch retains all intellectual property rights in and to the Digital Platform and the bunch Content, in particular with respect to software, databases, trademarks and other copyrightable works.
- 13.2 bunch hereby grants to you a non-exclusive, non-transferable, non-sublicensable, limited-in-time and revocable right to use the Digital Platform and the bunch Content for the sole purpose of using the Basic Platform Services and the Additional Services as agreed in these Terms and in any additional terms applicable to the Additional Services and, if applicable, any Service Contract. Any other use of the Digital Platform and the bunch Content is prohibited, in particular for any other purposes such as copying, reproducing, disseminating, publicly displaying, otherwise sharing or extracting with automated software the Digital Platform and/or the content of the Digital Platform.
- 13.3 You hereby grant bunch a non-exclusive, transferable, sublicensable, unlimited-in-time and irrevocable right to use all information and communications, including any Third-Party Content, uploaded to, or communicated or distributed via, the Digital Platform by you for the purpose of providing the Basic Platform Services and Additional Services as agreed in these Terms and in any additional terms applicable to the Basic Platform Services, the Additional Services and, if applicable, any Service Contract. This includes the right to process, download and store documents and communications made on the Digital Platform. You also grant bunch a non-exclusive, transferable, sublicensable and unlimited-in-time right to use any feedback relating to the Digital Platform as provided by you to bunch for purposes of analysing, improving and/or expanding the Digital Platform, the Basic Platform Services and the Additional Services.
- 13.4 You hereby grant the other Users of the Digital Platform a non-exclusive, non-transferable, non-sublicensable and limited-in-time right to use all information and communications, including any Third-Party Content, uploaded to, or communicated or distributed via, the Digital Platform by you for the purpose of using the Basic Platform Services and Additional Services as agreed in these Terms and in any additional terms applicable to the Basic Platform Services, the Additional Services and, if applicable, any Service Contract. This includes the right to process, download and store documents and communications made on the Digital Platform.

14 Liability

- 14.1 bunch and its affiliates (together, the “**bunch Group**”), together with their respective directors, officers, employees, agents, representatives, subcontractors, successors, permitted assigns and related persons (collectively, the “**bunch Personnel**”), shall not be liable for any claims, liabilities, damages, losses, costs, or expenses, whether direct or indirect, arising out of or in connection with these Terms and the provision of the Basic Platform Services, irrespective of legal ground (together, “**Losses**”), unless and to the extent expressly provided otherwise in this Clause 14.
- 14.2 The foregoing limitation in Clause 14.1 does not apply to any Losses caused by a breach by bunch, any other member of the bunch Group or the bunch Personnel, as applicable, of a breach of a Material Contractual Obligation owed by it, the relevant member of the bunch Group or the bunch Personnel, as applicable, **provided** that, in such case, the relevant member of the bunch Group or the bunch Personnel, as applicable, shall only be liable for

Losses that are foreseeable at the time of conclusion of these Terms and characteristic for this type of contract. A “**Material Contractual Obligation**” for purposes of these Terms is an obligation, the fulfilment of which is essential for the proper performance of the Terms and on whose fulfilment you may reasonably rely.

14.3 Clauses 14.1 and 14.2 do not apply to Losses:

- 14.3.1 in the event and to the extent due to the applicability any mandatory statutory liability (e.g., due to product liability statutes);
 - 14.3.2 in the event and to the extent that the relevant member of the bunch Group or the relevant bunch Personnel, as applicable, has expressly given a guarantee (in German: *Garantie*);
 - 14.3.3 in the event and to the extent resulting from culpably injury to life, personal injury or health of persons caused culpably by the relevant member of the bunch Group or the relevant bunch Personnel, as applicable; and
 - 14.3.4 caused by the gross negligence or willful misconduct of member of the bunch Group or the relevant bunch Personnel, **provided** that, in the event that an agent, representative and/or subcontractor of a member of the bunch Group causes a Loss due to the breach by it of an obligation that is not a Material Contractual Obligation, the relevant member of the bunch Group shall only be liable if such agent, representative and/or subcontractor has caused such Loss through willful misconduct.
- 14.4 None of bunch, any other member of the bunch Group nor the bunch Personnel is liable for damages caused by disruptions in performance due to force majeure, in particular strikes, lockouts, official orders, natural disasters, war, terrorist attacks, reactor accidents, trade embargoes, epidemics or pandemics, failure of communication networks or network infrastructure or disruptions in the services of carriers.
- 14.5 Both bunch and you are required to take such actions as may be necessary to mitigate any damages as much as possible. In your case, this also includes the creation of regular backups of data that is processed on the Digital Platform, as bunch does not provide data backup services. Therefore, to the extent bunch (or any other member of the bunch Group or the bunch Personnel) would be liable in principle under the foregoing Clauses 14.1-14.4 for any loss of data, such liability is limited to the amount that would be needed to restore the lost data from a backup if it had been backed up properly beforehand.

15 Termination of these Terms and your Account; suspension of your Account

15.1 These Terms apply for an indefinite period of time.

15.2 bunch may terminate these Terms with you immediately and without prior notice if:

- 15.2.1 if applicable, (a) the relevant Counterparty to each Service Contract under which you receive Additional Services delivers a notice of termination under the terms of each such Service Contract or (b) each such Service Contract is no longer valid and binding due to expiration or termination by bunch thereof;
- 15.2.2 if applicable, the respective Counterparty does not enter into the Service Contract necessary for you to receive Additional Services, within a reasonable period of time following at least two (2) reminders by bunch, or does not enter into any amendment or supplement thereto necessary or reasonably requested by bunch in order for bunch to continue to provide Additional Services;
- 15.2.3 if applicable, any fees payable under the Service Contract(s) necessary for you to receive Additional Services have not been timely paid in accordance with the terms thereof;

- 15.2.4 bunch has reasonable grounds to suspect unauthorised, illegal or fraudulent use of your Account and the authorised and legal use of your Account cannot be assured;
 - 15.2.5 bunch has reasonable grounds to suspect that the security or integrity of your Account has been compromised and the security and integrity of your Account cannot be assured; or
 - 15.2.6 in respect of you, bunch or any bunch affiliate: (i) insolvency proceedings have been commenced, (ii) an application for voluntary insolvency proceedings has been filed or (iii) any insolvency proceedings have been rejected for lack of assets (*Abweisung mangels Masse*).
- 15.3 bunch may further terminate these Terms with you upon fourteen (14) days' notice to you if:
- 15.3.1 you fail to comply with any provision of these Terms; or
 - 15.3.2 your Account has not been accessed for a minimum of fourteen (14) months and you do not use your Account to conduct and/or administer any investments,
- provided** that you have not rectified the circumstances leading to such termination within fourteen (14) days (the "**Cure Period**") from receipt by you of the notice of termination in your Account.
- 15.4 Notwithstanding Clause 15.3, in the case of Clause 15.3.1, bunch may terminate these Terms immediately if you fail to comply with any provision of these Terms that is not a material obligation, if and to the extent statutory law provides that giving the User the opportunity to rectify a breach would be unreasonable in the relevant circumstances.
- 15.5 In addition, we may suspend some or all of your ability to access to and use of the Digital Platform or deactivate your Account:
- 15.5.1 in the event of a material violation by you of these Terms;
 - 15.5.2 upon the occurrence of the circumstances set forth in Clauses 15.2.4, 15.2.5 or 15.2.6;
 - 15.5.3 upon the occurrence of the circumstances set forth in Clause 15.3, for the duration of the Cure Period; or
 - 15.5.4 if reasonably necessary to avoid or minimise damage or loss to the Digital Platform, bunch, bunch's affiliates or any User.
- The foregoing does not constitute a waiver of our right to terminate as set forth in Clauses 15.2 and 15.3 above. You will be informed about the suspension or deactivation pursuant to this Clause 15.5 and the reasons of the suspension or deactivation by email or via push notification to your Account if possible before or, at least, immediately after some or all of your ability to access to and use of the Digital Platform have been suspended or your Account has been deactivated.
- 15.6 In the event of a suspension of your Account in accordance with Clause 15.5, you may request the lifting of such suspension by contacting bunch at support@bunch.capital. We may lift such suspension promptly if the underlying reasons for such suspension are no longer present or have been resolved, and no new grounds for suspending your Account have arisen. We have the right to request that you provide appropriate evidence or guaranties prior to our lifting of any suspension of your Account.
- 15.7 If you do not receive Additional Services, you may terminate your Account upon thirty (30) days' written notice to us at support@bunch.capital. If you receive Additional Services, you may terminate your Account following effectiveness of termination of the Service Contract underlying such Additional Services.

- 15.8 Notwithstanding Clauses 15.1 to 15.7 above, the right to terminate these Terms for good cause remains unaffected for bunch and the User.
- 15.9 If the Terms are terminated, certain provisions of these Terms will continue to apply. These comprise Clause 14, 18, 19.1 and 19.2.
- 15.10 Upon termination of these Terms, bunch will delete your Account and your personal data to the extent we do not retain it in accordance with our Privacy Policy. In particular, we are entitled, but not required, to store data for security reasons for a period of four (4) weeks after the termination of the Terms with you in order to protect you from accidental data loss. We are also entitled to store data concerning the termination of the contractual relationship if bunch is required to do so by law or a competent authority, including due to commercial and tax law.

16 Changes to these Terms

- 16.1 bunch may amend or supplement provisions of these Terms at any time with effect for the future (i) in order to ensure compliance with changes in the legal or regulatory framework that applies to bunch and/or its affiliates, the Digital Platform or the services provided through the Digital Platform (including the Basic Platform Services and the Additional Services), (ii) in order to reflect technically necessary adjustments to the Digital Platform, e.g., in case of updates that are required to ensure the ongoing functionality and security of the Digital Platform or the services provided through the Digital Platform (including the Basic Platform Services and the Additional Services), (iii) due to the expansion, modification or adjustment of any of the services bunch or any of its Affiliates provides through the Digital Platform or any Third-Party Services, (iv) to reflect any future adjustments in the fees charged for the services provided through the Digital Platform (including the Basic Platform Services and the Additional Services) or (v) to correct any error in the Terms.
- 16.2 You will be informed about any amendment or supplement to the Terms by email or via push notification to your Account at the latest fourteen (14) days before effectiveness of the updated Terms. We will provide an overview of the material changes in Terms for your information.
- 16.3 You will have fourteen (14) days after receipt of notification in your Account to object to the updated Terms in writing (*Textform*) delivered to bunch. If you continue to use the Digital Platform following the expiry of such fourteen (14)-day period, you shall be deemed to have consented to the amendment or supplement to the Terms. The notification of updated Terms will also make the period for objection clear. Absent objection by you, the old Terms will no longer be valid and the amended or supplemented Terms will apply following expiration of the fourteen (14)-day period.
- 16.4 If you object to the amended or supplemented Terms, we may not be able to provide services to you. Further, we are entitled to terminate these Terms with you with thirty (30) days notice if you object to the amended or supplemented Terms. Notwithstanding Clause 15.5, bunch may suspend your ability to access and use the Digital Platform during such thirty (30)-day period if such suspension is technically and/or legally necessary or reasonable.

17 Notices

- 17.1 We may contact you by means of email or as a notification in your Account. Any notices delivered to you via email or your Account will be deemed received by you two (2) working days (determined on the basis of your place of residence) following dispatch by us. You agree to keep us informed of any changes in your email address, which you can update in your Account as necessary.
- 17.2 Any notices to be delivered to bunch under these Terms should be addressed to legal@bunch.capital.

18 Governing law and jurisdiction

These Terms are governed by the laws of Germany. The UN Convention on Contracts for the

International Sale of Goods does not apply to the Terms. The courts of Berlin, Germany shall have exclusive jurisdiction over any disputes related to these Terms. The jurisdiction of any competent courts provided for by applicable law shall remain unaffected.

19 Additional provisions

- 19.1 **Data protection:** For all information related to the processing of personal data by bunch, please refer to our Privacy Policy, which is available at <https://www.bunch.capital/privacy-policy>. You must accept our Privacy Policy in order to access and use our Digital Platform, the Basic Platform Services and the Additional Services. You are responsible for ensuring that your use of the Digital Platform, including any data or information you upload to or distribute via the Digital Platform, complies with all applicable data protection laws, such as the EU General Data Protection Regulation.
- 19.2 **Further assurances:** Should bunch become subject to any administrative proceedings or requests arising in connection with any investments that you conducted, administered and/or participated in via the Digital Platform, you will support bunch in dealing with any such proceedings and requests. In addition, you will provide bunch, promptly upon request, with all information regarding your use of the Digital Platform that is necessary or reasonably requested by bunch for bunch's own compliance purposes, to the extent legally permissible.
- 19.3 **Translations for convenience:** bunch may provide a translation of the Terms for convenience. If bunch provides such a translation, the English language version of the Terms shall prevail in case of any conflict or inconsistency between the provisions of the English version and any translation.
- 19.4 **Assignments:** We currently make the Digital Platform available and perform the Basic Platform Services through us, i.e. bunch technology GmbH. bunch has the right to assign these Terms to any of our affiliates at any time subject to notice to you.
- 19.5 **Partial invalidity:** In the event that any of the provisions of these Terms should be found to be invalid, the validity of the remainder of these Terms shall remain unaffected.

[08.09.23/v1.2]