WHISTLEBLOWING

ADDITIONAL TERMS

Article 1

These terms represent Whistleblowing Additional Terms (hereinafter: the Additional Terms) as per Terms of Service and shall apply in addition to the latter in the relationship between the Provider and the Client with respect to the web-based application Trusty Whistleblowing (hereinafter: the Application).

In the event of any conflict between these Additional Terms and the Terms of Service, the Terms of Service shall prevail unless expressly stated otherwise herein.

The original language of these Additional Terms is English. Provider may make available translations of the Additional Terms. In case of conflicts between the English version and any translation, the English version shall prevail.

Article 2

Terms which are given defined meanings in the Terms of Service have the same meanings when used herein. In addition, the following capitalized terms shall have the meaning ascribed to them in this Article 2 when used in these Additional Terms:

Application: the web-based software solution intended to be used as a reporting line and consisting primarily of (i) publicly accessible standardized front-end websites for submitting reports by Whistleblowers, (ii) inboxes for Whistleblowers to follow their reports, and (iii) a back-end case management suite accessible to Users for processing reports;

Case Management: the process of receiving, reviewing, communicating, and closing Reports within the Application;

Client Data: has the same meaning as in the Terms of Service and includes all Reports, messages, attachments, and case-related data submitted or generated within the Application under the Client's account;

Report: any disclosure submitted by a Whistleblower via the Application.

Whistleblower: a natural person who submitted a Report and is granted Authorization for the inbox part of the Application.

Article 3

The Application enables the Client to receive, process, and manage Reports submitted by Whistleblowers through the standardized front-end interface.

Reports are accessible only to Users authorized by the Client, who manage the respective cases through the case management suite.

The Client may monitor the number and status of Reports, as well as the activity of Users within the Application dashboard. The number of available User accounts, supported languages, customization options, and other features are subject to the limitations defined in the subscription plan selected and signed up by the Client.

The Client may link the publicly accessible front-end website of the Application to one or more compliance hubs in the Compliance App, so that its employees and other recipients can reach the reporting channel together with the Client's policies and trainings. Such link only provides access to the publicly accessible front-end website. Reports, Whistleblower inboxes and Case Management remain exclusively within the Application and are accessible only to Users authorized by the Client in the Application; neither the Compliance App nor its users or recipients obtain access to Reports or Report-related data by virtue of such link. Linking the Application to the Compliance App is free of charge, does not require the activation of any policy or training slot in the Compliance App, and does not change the Client's subscription plan for the Application. A compliance hub may contain only such link. The Compliance App as such is governed by the Compliance App Additional Terms.

Article 4

The Client shall retain all rights, title, and interest in and to all Reports and Client Data submitted, processed, or generated within the Application. The Provider shall have no rights to use, distribute, reproduce, or exploit such Client Data for any purpose other than providing the services within the Application.

The Provider does not access or review Reports unless explicitly authorized by the Client for support or maintenance purposes.

The Client is responsible for determining and applying the retention periods for Reports and related Client Data in accordance with applicable law, using the functionalities available under its subscription plan. The storage of Client Data is subject to Article 3.3 of the Terms of Service.

The Application has been developed taking into account the requirements of ISO 37002 (Whistleblowing Management Systems), the EU Whistleblower Protection Directive (Directive (EU) 2019/1937), and generally accepted industry best practices.

The Provider does not warrant or guarantee that the Application or any of its features meet the legal or regulatory requirements of any particular country or jurisdiction, nor does it guarantee that they will be fit for any specific purpose required under any particular jurisdiction. The Provider shall have no liability with respect to the use of the Application and shall not be held liable for any breach, non-compliance, penalties, or legal consequences arising from the use of the Application by the Client. The Client is solely responsible for ensuring that the Application meets the requirements of applicable laws and regulations in their respective jurisdictions for which the Client intends to use it.

Article 5

The subscription plans for the Application are defined in the Price Document.

The Application may also be included in a Booster within the meaning of Article 5.5 of the Terms of Service. In that case, the Whistleblowing plan included in the Booster, as defined in the Price Document, is governed by these Additional Terms, runs for the term of the Booster and ends if the Booster is cancelled or not renewed, unless the Client subscribes to a Whistleblowing plan separately.

Notwithstanding Article 5 (Fees) of the Terms of Service, the invoice issued for the Client's initial subscription to the Application shall be due and payable within 7 (seven) days of the invoice date.

Article 6

The Provider may modify these Additional Terms in accordance with the modification clause set out in the Terms of Service. Any such modifications shall apply prospectively.