

Non-Disclosure and Data Protection Undertaking – Germany

Effective as of 6 August 2026

1. Parties

Between

the customer of fonio GmbH who is subject to the statutory professional duty of confidentiality in Germany

(hereinafter the "Client")

and

fonio GmbH, Neustiftgasse 73-75/3/7, 1070 Vienna, Austria

(hereinafter the "Service Provider"),

the following is agreed:

2. Occasion and Subject Matter of the Undertaking

- a) The Service Provider provides the following service to the Client: provision of the "fonio.ai" software environment for configuring and operating an AI-based telephone assistant (SaaS).
- b) In the course of this activity, the Service Provider may gain access to facts, information, documents, data, call content, or other knowledge that is subject to the professional duty of confidentiality of the Client, its professionals, and its employees.
- c) This may include, in particular: personal data of mandators, patients, prospective clients, employees, business partners, and other third parties; tax-related, economic, financial, health-related, and personal circumstances; trade and business secrets; communication content, in particular telephone calls, transcripts, call notes, and messages; access credentials, system information, and technical logs; and information concerning existing or prospective mandate or treatment relationships.
- d) The parties agree that the Service Provider acts as another person assisting in the professional or official activity of the Client within the meaning of Section 203(3) sentence 2 of the German Criminal Code (StGB). This classification is based on the facts that (i) the Service Provider's service directly supports the Client's professional activity, (ii) the Service Provider processes the data exclusively on instruction and for the specified purpose, (iii) it is granted access to protected facts only to the extent required for the provision of the service, and (iv) it does not use or exploit the information for any purposes of its own. The parties agree that this classification does not preclude a differing assessment by courts or authorities; irrespective thereof, the Service Provider undertakes on a contractual basis to maintain confidentiality to the extent set out in this declaration.

3. Duty of Confidentiality

- a) The Service Provider undertakes to maintain silence regarding all third-party secrets and other confidential information that come to its knowledge in connection with the provision of the service.

- b) The duty of confidentiality covers all facts that come to the Service Provider's knowledge in connection with its activity for the Client, irrespective of whether they are expressly designated as confidential.
- c) The Service Provider may only access, process, or use confidential information to the extent required for the proper performance of the contractually agreed service.
- d) Disclosure, transmission, use, or exploitation of confidential information for any purpose other than as described above is prohibited unless the Client has given its prior express instruction or consent in text form, or unless a statutory obligation exists.
- e) The duty of confidentiality continues to apply for an unlimited period, including after termination of the contractual relationship or of the actual cooperation.
- f) Personal data of the Client will not be used by the Service Provider, nor by its subcontractors, for the training, improvement, or evaluation of AI models.

4. Notice of Criminal-Law Consequences

- a) The Service Provider is expressly informed that unauthorized disclosure of third-party secrets may have criminal-law consequences.
- b) In particular, a violation of the confidentiality of others' secrets under Section 203(4) of the German Criminal Code (StGB) may constitute a criminal offense punishable by imprisonment of up to one year or a fine. Likewise, the unauthorized exploitation of third-party secrets under Section 204 StGB may constitute a criminal offense (imprisonment of up to two years or a fine). The natural persons acting for the Service Provider are subject to criminal liability; in addition, sanctions against the Service Provider under Sections 30 and 130 of the Act on Regulatory Offences (OWiG) may apply.
- c) The Service Provider confirms having been informed of the criminal-law consequences of a breach of duty and, in turn, informs the persons it engages accordingly.
- d) The Service Provider acknowledges that the persons it engages who assist in providing the service may be entitled to a right to refuse to testify under Section 53a of the Code of Criminal Procedure (StPO), and that it is, in principle, for the Client to decide on the exercise of that right. If the Service Provider becomes aware of any access by, or request for disclosure from, an authority or court concerning protected information, it shall notify the Client without undue delay, insofar as this is legally permissible. It shall inform the requesting authority of the Client's professional duty of confidentiality and of any applicable prohibition of seizure, shall exhaust reasonable legal remedies or enable the Client to exercise them, and shall limit any disclosure to what is legally mandatory.

5. Data Protection Obligations

- a) To the extent the Service Provider processes personal data on behalf of the Client, such processing shall be carried out exclusively on the Client's documented instructions and within the framework of the Data Processing Agreement ("DPA") concluded for this purpose pursuant to Article 28 GDPR.

- b) The Service Provider maintains the technical and organizational measures described in Annex 1 of the DPA pursuant to Article 32 GDPR. These apply without restriction to information protected by professional secrecy.
- c) Processing of the Client's data takes place in data centers within the European Union or the European Economic Area. To the extent that subcontractors are domiciled in a third country, or access from a third country cannot be excluded, the subcontractors used, their locations of processing, the respective transfer instruments and safeguards, and whether access to content data is possible, are set out conclusively in Annex 3 of the DPA. Changes will be announced in accordance with Clause 5.6 of the DPA. On this basis, the Client may assess the comparability of the protection of secrecy with the professional-law requirements applicable to it, in particular Section 62a(4) of the Tax Consultancy Act (StBerG) or Section 43e of the Federal Lawyers' Act (BRAO).
- d) The Service Provider meets the requirements that the Client's professional law imposes on the engagement of service providers. It is carefully selected by the Client, is bound to confidentiality in text form, and is informed of the criminal-law consequences of a breach of duty; it undertakes to acquire knowledge of protected information only to the extent required for the performance of the service (Clause 7), and to engage further persons only in accordance with Clause 6. This declaration is designed to satisfy the requirements of Section 43e BRAO, Section 62a StBerG, and the corresponding provisions applicable to other professions.

6. Engagement of Further Persons and Subcontractors

- a) The Service Provider is entitled to engage further persons and subcontractors (sub-processors) for the performance of the contract. The sub-processors engaged at the time of conclusion of the contract are conclusively named in Annex 3 of the DPA and approved by the Client. Changes are subject to the procedure agreed in Clause 5.6 of the DPA.
- b) The Service Provider obliges all of its own employees, as well as any other persons directly engaged by it (in particular freelance staff) who may gain access to confidential information or personal data of the Client, to maintain confidentiality in text form prior to commencing their activity, and informs them of the criminal-law consequences of a breach of duty (Section 203(4) StGB, Section 62a(3) No. 3 StBerG, Section 43e(3) BRAO, and the corresponding provisions applicable to the Client's respective profession).
- c) With respect to the sub-processors named in Annex 3 of the DPA, the Service Provider ensures that agreements pursuant to Article 28(4) GDPR have been concluded with them, obliging the sub-processor to confidentiality and requiring it, pursuant to Article 28(3)(b) GDPR, to bind the persons authorized to process data to confidentiality. The Service Provider carefully selects the sub-processors and reviews their compliance with data protection obligations on a regular basis (Clause 5.5 of the DPA).
- d) In this respect, the Service Provider is responsible for the careful selection, contractual engagement, and monitoring of sub-processors. However, it cannot guarantee that sub-processors use a particular form or wording of undertaking vis-à-vis their own employees, as their internal organization is not subject to its control. No further-reaching assurance is given.

- e) The Service Provider demonstrates compliance with these obligations to the Client upon request in a suitable manner, in particular by providing the list of sub-processors, certifications or audit reports, and through the audit rights agreed in Clause 6 of the DPA.

7. Limitation of Access to Information

- a) The Service Provider undertakes to obtain knowledge of third-party secrets, personal data, and other confidential information only to the extent required for the performance of the agreed service.
- b) Access rights are granted according to the principles of necessity ("need-to-know" and "least privilege") and are reviewed regularly; access to personal data is logged.
- c) Private use, copying, storage, or other use of confidential information is prohibited.

8. Consequences of Breaches of Duty

- a) Breaches of this undertaking may have professional-law, criminal-law, data-protection-law, and civil-law consequences.
- b) The Service Provider informs the Client without undue delay, and at the latest within the period agreed in Clause 4.10 of the DPA, if there are indications of a breach of the confidentiality, data protection, or security requirements.
- c) The statutory provisions apply to claims of the Client arising from a breach of the confidentiality obligations under this declaration for which the Service Provider is responsible. An intentional or grossly negligent breach is not covered by the limitations of liability under the Terms and Conditions (cf. Clause 19.9 of the Terms and Conditions); in all other respects, the liability provisions of the Terms and Conditions remain unaffected.

9. Final Provisions

- a) This undertaking supplements the contractual agreements existing between the parties, in particular the Terms and Conditions (SaaS Agreement) and the Service Provider's Data Processing Agreement. It conclusively governs professional-law confidentiality and takes precedence over the Terms and Conditions and the DPA to that extent. In particular, the provisions of this declaration on the limitation of access to information (Clause 7), on the engagement of sub-processors with access to information protected by professional secrecy (Clause 6), and on liability for breaches of confidentiality obligations (Clause 8(c)) take precedence. In all other respects, the Terms and Conditions and the DPA remain unchanged in force.
- b) Amendments and supplements to this undertaking require text form, unless a stricter form is prescribed by law.
- c) Should any provision of this undertaking be or become invalid, the validity of the remaining provisions shall remain unaffected.

Signature Block (Optional)

Place, date: _____

For the Client:

Name: _____

Position: _____

Signature: _____

For the Service Provider (fonio GmbH):

Name: _____

Position: _____

Signature: _____