

Professional Secrecy Agreement

on the protection of professional and client secrets under § 203 StGB (German Criminal Code) and professional law · Supplement to the Data Processing Agreement

As of: October 2026 · Convenience translation – the German version is binding

between the Customer, insofar as it is a professional secrecy holder (the “Client”),
and Founders1 GmbH, registered office Berlin (Amtsgericht Charlottenburg, HRB 234373 B), business address Berger Straße 224, 60385 Frankfurt am Main, represented by its managing directors Eckhard Ortwein and Dirk Dorsch, operator of the BetterCo platform (the “Contractor”).

Preamble

- (1) As a lawyer, notary, tax adviser, public accountant or member of a comparable profession, the Client is the holder of a legally protected professional secret. It is subject to the duty of confidentiality under § 203(1) StGB, which carries criminal penalties, and to the duties of confidentiality under professional law, in particular § 43a(2) BRAO (Federal Lawyers' Act), § 18 BNotO (Federal Notaries Act), § 57(1) StBerG (Tax Advisers Act) and § 43(1) WPO (Public Accountants Act).
- (2) The Contractor provides services to the Client via the BetterCo platform, in particular for the onboarding, identification and anti-money laundering screening of clients. In doing so, it may obtain knowledge of secrets within the meaning of § 203 StGB.
- (3) The Contractor is therefore an other contributing person within the meaning of § 203(3) sentence 2 StGB. Disclosure of secrets to it is permitted insofar as this is necessary for the use of its services. The Contractor and the persons working for it are in turn subject to the duty of secrecy under § 203(4) StGB, which carries criminal penalties.
- (4) Under § 203(4) sentence 2 no. 1 StGB and the professional-law provisions on the use of services (§ 43e BRAO, § 26a BNotO, § 62a StBerG, § 50a WPO), the Client must ensure that the Contractor is bound to secrecy. This Agreement serves that purpose.
- (5) This Agreement supplements the Data Processing Agreement (“DPA”). Professional secrecy is a protective regime independent of data protection law; the obligations under this Agreement apply in addition to those under the GDPR and the BDSG (German Federal Data Protection Act).

§ 1 Subject matter and definitions

- (1) The subject matter is the obligation of the Contractor, the persons working for it and the subcontractors it engages to safeguard the Client's professional and client secrets.
- (2) “Protected Secrets” are all facts that become known to the Contractor in the course of or on the occasion of its activities and that relate to a person's private life or concern trade or business secrets, as well as all other client matter and client data of the Client, in whatever form. These include in particular identity, identification and screening data and the fact that a client relationship exists or is being initiated.
- (3) “Contributing persons” are the persons working for the Contractor, in particular employees, freelancers, trainees and temporary workers, as well as the companies and persons it engages (subcontractors), insofar as they have or may obtain access to Protected Secrets.
- (4) Otherwise, the definitions of § 203 StGB, the DPA and the GDPR apply.

§ 2 Confidentiality of the Contractor

- (1) The Contractor shall treat all Protected Secrets as strictly confidential, shall not disclose or exploit them without authorisation and shall process them solely to the extent necessary to perform the contract. In doing so, it shall maintain a standard equivalent to that of the Client as a professional secrecy holder.
- (2) The Contractor acknowledges that it is a contributing person within the meaning of § 203(3) sentence 2 StGB and that it and the persons working for it are subject to the duty of secrecy under § 203(4) StGB.

- (3) Protected Secrets shall be disclosed to third parties only (a) on the Client's documented instructions, (b) insofar as this is necessary for performance and the person engaged is bound in accordance with § 4, or (c) insofar as the Contractor is obliged to do so by law or by court or official order. In case (c), it shall inform the Client in advance, insofar as legally permissible.
- (4) The Contractor shall not process Protected Secrets for its own purposes, in particular not for training artificial intelligence models or for profiling. It shall not pass them on to other customers.

§ 3 Obligation of the persons working for the Contractor

- (1) Before they commence their activities, the Contractor shall bind all persons working for it who have or may obtain access to Protected Secrets to confidentiality, verifiably and in text form, expressly including with regard to professional and client secrets under § 203 StGB.
- (2) In doing so, these persons shall be informed of the criminal liability under §§ 203 and 204 StGB (§ 5).
- (3) The duty of confidentiality applies without time limit, including after the end of the activities and of this Agreement.
- (4) The Contractor shall document the obligations and provide evidence of them to the Client on request.

§ 4 Subcontractors

- (1) The Contractor may engage subcontractors in accordance with the DPA. The information provisions and the Client's right to object set out there also apply to this Agreement. The current list is published at betterco.ai/subprocessors.
- (2) Before granting access, the Contractor shall bind every subcontractor that may obtain access to Protected Secrets to secrecy in text form and inform it of the criminal liability under § 203(4) StGB (§ 203(4) sentence 2 no. 2 StGB). The obligation shall ensure protection equivalent to this Agreement and shall require the subcontractor to bind its own staff and the persons it engages in the same way.
- (3) All subcontractors that may obtain access to Protected Secrets are bound in accordance with paragraph 2. Microsoft and MongoDB are exempt, as they do not offer a separate undertaking under § 203 StGB. They provide infrastructure, are bound to confidentiality under their data processing terms and have no standing access; access by their personnel is technically blocked and is possible only in critical incidents affecting operations or security, following prior approval by the Contractor and for a limited period (clause 6.2 DPA).
- (4) Protected Secrets are stored and processed in the European Economic Area. Access from third countries is permitted only under the conditions of clause 6.2 DPA, i.e. following prior approval by the Contractor, for a limited period and logged, and only if the protection of the secrets is not thereby lower than that under German law (§ 43e(4) BRAO, § 26a(4) BNotO, § 62a(4) StBerG, § 50a(4) WPO). The Contractor shall provide evidence of the measures taken on request.
- (5) The Contractor remains responsible to the Client for compliance with these obligations by its subcontractors.

§ 5 Information on criminal liability

- (1) The Contractor confirms that it and the persons it has bound are aware of the following: any contributing person who, without authorisation, discloses another person's secret that has become known to them in the course of or on the occasion of their activities is liable under § 203(4) StGB to imprisonment of up to one year or a fine. If the offender acts for remuneration or with the intention of enriching themselves or another person or of harming another person, the penalty under § 203(6) StGB is up to two years. The unauthorised exploitation of such a secret is a criminal offence under § 204 StGB.
- (2) Unauthorised disclosure may also have consequences under employment and civil law. The duty of secrecy applies irrespective of obligations under data protection law.
- (3) The Contractor shall include this information in the undertakings under §§ 3 and 4.

§ 6 Technical and organisational measures

- (1) The Contractor shall take the technical and organisational measures necessary to protect the secrets. The measures set out in Annex 1 to the DPA apply; they also serve to protect professional and client secrets.
- (2) These include in particular encryption in transit and at rest, an authorisation concept based on the need-to-know principle, logging of access, separation of the data of different clients and secure deletion.
- (3) Access to Protected Secrets is limited to the extent necessary for performance and to persons who have been bound to secrecy.

§ 7 Evidence and audits

- (1) On request, the Contractor shall provide the Client with evidence of compliance with this Agreement, in particular of the existence of the undertakings under §§ 3 and 4, for example by means of documentation or confirmations.
- (2) The audit and inspection rights under the DPA apply accordingly.
- (3) If the Contractor becomes aware of an actual or threatened unauthorised disclosure, it shall inform the Client without undue delay and support it in fulfilling its own obligations.

§ 8 Relationship to the DPA

- (1) This Agreement supplements the DPA. Where both govern the same subject matter differently, the provision that better protects the Protected Secrets prevails.
- (2) The Client's responsibility as a professional secrecy holder and as controller within the meaning of the GDPR remains unaffected.

§ 9 Term and termination

- (1) This Agreement is concluded in text form together with the Main Agreement if the Client states in the Order Form that it is a professional secrecy holder; the Contractor confirms its conclusion in text form, including the full text. It terminates with the Main Agreement. On request, the Contractor shall also provide it for separate signature.
- (2) The duties of confidentiality continue to apply without time limit after termination.
- (3) Return and deletion of data after termination are governed by the DPA.

§ 10 Final provisions

- (1) Amendments must be made in text form.
- (2) The invalidity of individual provisions shall not affect the validity of the remaining provisions.
- (3) German law applies. The place of jurisdiction is Berlin, unless the Main Agreement provides otherwise.