General Terms and Conditions for Partner Partner Contracts (RENTAL OF the uVida System)

§1 Scope of application

These general terms and conditions apply to partner-partner contracts between uNostics GmbH (hereinafter referred to as " **uVida"**) and fitness studio or fitness studio chains and other commercial customers (hereinafter referred to as **" partner"**).

§ 2 Subject matter of the contract

(1)   uVida provides the partner with a system for smart performance and metabolism analysis based on the breath of an end customer for the duration of this contract. The purpose of the system is: analysis of breath gases to determine the fitness status of athletes. Therefore, the results must not be used to determine a diagnosis nor to derive a therapeutic measure. Rather, the approach is to provide healthy people with data for optimizing training and nutrition, e.g. on the pulse ranges in which they can train most effectively. The functions are described in detail in Appendix 1.

(2)   The system consists of the uVida analyzer (hereinafter: hardware) with the functions " Food" and " Activity". The hardware with these functions can be used by the partner on the basis of this contract for end customers who want to analyze their metabolism (function " Food") and/or their Activity. In the future, further products may be added; in this respect, the present terms and conditions shall then also apply, unless the parties agree otherwise. Optionally, the Partner may also purchase digital Premium Features and further accessories for the End Customer after an analysis has been performed.

(3)   The Partner also receives the non-exclusive, non-transferable and non-sublicensable right to use the uVida platform (hereinafter: software) for the term of the contract, with which the Partner can use the hardware as intended during this time. The Software allows in particular the collection of measured values for mobile metabolic analysis with the help of the Hardware as well as the storage and evaluation of these measured values for end customers who directly commission uVida with the corresponding evaluation for this purpose.

(4)   The hardware and software are provided for the duration of this contract. The rent is to be paid in accordance with this contract depending on the analyses performed and the revenues generated by the partner from end customers for the performance of the tests as well as for the sale of Premium subscriptions.

(5)   In addition, the Partner may and shall, during the term of the Agreement, sell/procure the services of uVida in accordance with the product descriptions attached as Exhibit 1.

§ 3 Important terms of use

The services have been designed to be used only by healthy individuals over the age of 18. Individuals who are not healthy and have pre-existing conditions such as diabetes, clinical obesity, severe asthma, heart disease, COPD, etc. May not perform an analysis with uVida. Only healthy individuals may be analyzed with and offered uVida services. They must obtain consent from their client that they are healthy and have no pre-existing conditions prior to registering with uVida and for each analysis. Otherwise, they may neither create a user account with uVida for the client nor perform an analysis with uVida.

In addition, the Services are in no way medical products or services, but are a wellness product designed to provide metabolic measurements. The Services do not diagnose, treat, cure or prevent any disease or otherwise assist in such activities, nor do they offer professional health-related advice or medical diagnosis. In light of the foregoing, any information, plans or suggestions provided or inferred from the use of the Services are not intended to be, and should not be considered a substitute for, medical or other health-related professional advice, diagnosis or treatment.

They, as trainers, are also not allowed to diagnose or perform therapy based on uVida's analyses!

No medical consultation or health services:

UVida does not diagnose, treat, cure or prevent any disease and does not provide professional health advice or medical diagnosis. The Services are provided on an "as is" basis. uVida assumes no liability whatsoever with respect to any information or suggestions provided, created or concluded in connection with the use of the Services. Any information generated, provided or concluded using the Services is dependent upon the accuracy of the analysis performed by you and the reliability of the information entered and uploaded by your client. You agree that uVida shall not be responsible or liable to you for any claims, losses or damages arising out of the Services and on any information or suggestions by you or any other user. Except as otherwise expressly provided in the Terms, uVida does not in any way endorse any responsibility for any decision made or action taken based on uVida analytics or uVida Services, nor for any injury, inconvenience and/or damage incurred as a result of or in connection with the Service or their use. The uVida analyzer is not an instrument, apparatus, device, machine or appliance, or other similar or related article, intended for use in the diagnosis of disease or other disorders, or for the cure, mitigation, treatment or prevention of disease, or intended to affect the structure or any function of the body. Any decision or action you take for your client based on analytical data and/or information provided through the use of the uVida Device is at your own risk. You acknowledge and agree that your use of the uVida Services and the uVida Device is entirely at your own risk.

§ 4 Performing analyses and Ordering Premium Features

(1)   The Partner shall offer all services in connection with the Hardware to the end customers exclusively in accordance with the product descriptions attached as Annex 1.

(2)   The partner can either perform the tests with the hardware himself or have them performed at his premises by a metabolic consultant contracted by uVida.

(3)   The technical analysis of the breathing data is carried out by uVida. For this purpose, the partner must have the end customer read and confirm corresponding dialogs on an electronic end device before the first test. In particular, he must have permission from his customers to create a user account with uVida. In addition, he must inform his customers of the general terms and conditions (user conditions) as well as the data protection information and, if requested, allow them to view these. If partner transfers users with associated data from another system into the uVida system (e.g. via interfaces), he confirms that he has obtained the permission of his customers to create a user account with uVida. The partner must also point out the general terms and conditions (user conditions) as well as the data protection information to all users that he transfers to uVida and grant access upon request. This also applies to partners who switch from DYNOSTICS platform of the Sicada GmbH to the uVida platform.

(4)   The partner is obliged to ask the users about their health status before the start of each test according to the specifications of the software and to inform them about the health aspects associated with the measurement. The hardware must be disinfected before each measurement in accordance with the instructions for use provided by uVida. A measurement may only be started if the respective specifications of the software regarding the minimum health requirements of the user are fulfilled. A responsible supervisor of the partner must be present for the entire duration of the measurement , observe the end user during the measurement, stop it immediately if problems or recognizable risks occur and, if necessary, summon medical assistance.

(5)   The analysis of the breath data obtained can and may only be performed by uVida. The hardware may only be used in conjunction with the software for end customer testing.

(6)   Premium features in the uVida user app incl. digital training plans and digital nutrition plans for the end customer can be ordered by the partner for resale to the end customer. In this case, uVida delivers to the end customer via software activation in the uVida software after the corresponding order by the partner. In the premium package the training plans appear, if an activity analysis is available and nutrition plans if a food analysis is available. Billing models, payment method and time of payment will be defined in the offer as described in §2 (2).
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(7)   uVida may involve external service providers as subcontractors in the fulfillment of its contractual obligations. Vis-à-vis the partner, uVida remains fully responsible also with regard to the services provided by an external service provider.

§ 5 Remuneration

(1)   For the use of the hardware and the software, a usage-dependent remuneration accrues in accordance with this paragraph. A claim for remuneration arises for each test for which the Partner commissions uVida with the analysis of breath data. If the partner also orders a premium access for his end customer, additional remuneration arises. Under this condition a claim for remuneration arises according to the respective offer.

(2)   The prices stated are net amounts in each case; they are increased by the statutory value-added tax, insofar as this is applicable.

§ 6 Use of the device, operating instructions, training of personnel to perform tests.

(1)   The hardware may only be used to perform testing as part of the uVida offerings.

(2)   Testing with the hardware may only be performed by personnel who have also been previously trained by uVida. The training can be booked at uVida. The Partner is also obliged to observe the instructions for use communicated by uVida.

(3)   uVida provides the partner with an instruction manual for the hardware.

§ 7 User data

(1)   All rights to the end customer master data as well as the associated analysis results, which are collected and/or stored via the software, are entitled to uVida in the relationship between the parties. The rights of the respective affected users to their data remain unaffected. The details of the responsibility under data protection law result from the data protection agreement in Annex 2 .

(2)   If and to the extent that the respective End Customer agrees, uVida will make available to the End Customer and the Partner via the Software a copy of the evaluation results determined by measurements of the Partner for End Customers activated by the Partner.

(3)   The measurement data and all other data of the end customers arising in connection with the software and collected and/or stored by uVida (e.g. contact data or information on physical condition) are managed by uVida within the framework of the software and can be viewed, managed and/or evaluated by the end customers within the framework of the standard functions of the software , if end customers create an account at uVida . The end customers then also have the option of managing their data and access authorizations themselves and also the option of withdrawing access to their data managed in the software from the partner at any time and/or granting other users access to this data.

§ 8 Implementation of events

(1)   uVida has the right, but not the obligation, to hold up to 6 events at the partner on site or online, e.g. uVida -Days per year. The talk(s) will be given free of charge by uVida staff. The partner has the obligation to sufficiently advertise the event beforehand, so that at least 50 participants can be expected.

(2)   Directly after the presentation, the audience can book an analysis or an analysis package (incl. premium features) as part of the event .

§ 9 Property

(1)   The hardware remains the property of uVida for the duration of this contract.

(2)   The Partner shall not make any changes to the Hardware and shall not damage, alter, remove or obscure any label number or other inscription affixed to the Device.

§ 10 Delivery, transport, packaging

The hardware will be delivered to the partner's location. uVida will ship the device in time. The costs of shipping the rental item are to be paid by the partner. This also applies accordingly to the return shipment.

§ 11 Further Duties of the Partner

(1)   The Partner shall use the hardware only in appropriate and usual condition. For operation the partner will use only skilled personnel trained by uVida. The Partner shall strictly follow the uVida instructions for use.
(2)   The Partner indemnifies uVida from claims arising from the failure of the Partners to comply with these obligations.
(3)   The partner is obligated to report possible defects as well as their effects and exact circumstances (e.g. error examples, data) immediately in writing or by e-mail to uVida. The partner grants uVida access to all necessary information for the elimination of defects. uVida is entitled to circumvent a defect through so-called "work-arounds", if the cause of the defect itself can only be eliminated with disproportionate effort and the usability of the owed service does not suffer significantly as a result. If a defect reported by the partner is not attributable to uVida or if there is no defect at all, uVida will charge the partner for the analysis, rectification and maintenance work incurred in connection with the defect report at the applicable rates.
(4)   The Partner is obliged to ensure that its use of the services provided by uVida does not violate applicable law or the rights of third parties.
(5)   If the Partner receives a complaint in connection with its use of the systems provided by uVida, the Partner shall deal with such complaints in an appropriate manner and provide the respective complainant with an initial substantive statement as soon as possible. If the complaint contains a criticism of the systems provided by uVida or if it is obvious that the complaint does not or not exclusively concern the execution of the testing by the partner, but (also) the systems provided by uVida, then uVida is to be informed immediately and the statement towards the customer is to be coordinated with uVida.
(6)   For the access to the software the partner is provided with access data by uVida. The partner is obligated to treat this access data strictly confidentially and not to disclose it to any third party. Any acts of use by third parties using the access data communicated to the partner are attributed to the partner as his own acts of use. If the partner detects a compromise of his access data, he will immediately inform uVida and arrange for a change of the access data.
(7)   It is the responsibility of the partner to create his own backup copies of the data stored for him by uVida and thus to take appropriate precautions against data loss on his own responsibility.

§ 12 Liability

(1)   The strict liability of uVida for initially existing defects according to § 536a BGB is excluded. uVida is liable for damages, regardless of the legal reason, within the scope of fault liability in case of intent and gross negligence. In case of simple negligence uVida is liable, subject to legal limitations of liability (for example care in own affairs, insignificant breach of duty), only
   a) for damages resulting from injury to life, body and health,
   b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and compliance with which the contractual partner regularly relies on and may rely on); in this case, however, the liability of uVida is limited to compensation for the foreseeable, typically occurring damage.
(2)   The limitations of liability resulting from paragraph 1 also apply to breaches of duty by or in favor of persons whose fault uVida is responsible for according to legal regulations. They do not apply insofar as uVida has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and for claims according to the product liability law.

§ 13 Right to inspect and enter uVida

(1)   The Partner has to grant uVida or its representatives access to the Partner at any time upon request and after consultation during normal business hours in order to check the use and operational readiness of the hardware and to participate in tests in agreement with the end customer concerned in order to check the quality of the tests. The costs associated with this shall be borne by uVida itself.
(2)   If after 3 months not at least 50 and after 6 months not at least 100 uVida analyses have been sold by of the partners, uVida has the right to have a uVida expert in the partner on up to two days per month conduct consultations with end customers about the uVida services.

§ 14 Rental period

(1)   The rental period begins with the handover of the hardware. The rental period ends with the return of the hardware in proper condition, but no earlier than the expiry of the rental agreement. If the hardware is not returned in proper condition or is returned late, the Partner shall be obligated to assume the resulting damages.
(2)   This contract shall be concluded with a term resulting from the offer. If the offer does not contain a term provision, a term of one year shall be deemed agreed. If the contract is not terminated with a notice period of three months to the end of the contract year, the term is extended by one (1) additional year. uVida has the right to terminate the contract prematurely with a notice period of 4 weeks, if the partner does not sell at least 25 analyses in the first three months of a contract year and not at least 100 analyses in the first 9 months of a contract year.
(3)   The right of extraordinary termination remains unaffected for the partner and for uVida. uVida is especially entitled to terminate this contract without notice in the following cases:
   a.   The Partner is in arrears with agreed payments for more than two weeks after a reminder.
   b.   The Partner, without the consent of uVida, has used the hardware for a purpose other than that specified in the contract or has taken it to a place other than that specified in the contract.
   c.   Notwithstanding a reminder from uVida, the Partner does not immediately fulfill his special secondary obligations after taking into use (see §§ 4, 9).
   d.   The partner leaves the hardware to a third party.
   e.   The Partner violates the provisions of this Agreement despite a reminder.
   f.   Material circumstances become known which fundamentally call into question the fulfillment of this contract by the partners (for example, cessation of payments, enforcement measures, insolvency or the like).

§ 15 Return

(1) The Partner shall return the Hardware in proper condition without undue delay upon termination of this Agreement. The Partner shall have no right of retention.
(2) If, during the term of this Agreement, the Hardware is lost or a total loss occurs for which the Partner or its end customers and contractual partners are responsible, the Partner shall pay compensation in the amount of the replacement value.

§ 16 Further conditions for the use of the uVida platform

(1) The software is provided by uVida as "Software as a Service" ("SaaS") for use via the Internet. The hardware and software used for the operation of this software is operated by uVida itself or by external service providers and is not handed over to the partner. uVida owes an availability of 98% on an annual average. The internet connection required for access to the software must be provided by the partner or its end customers themselves and is not part of the services owed by uVida.
(2) Technical requirement for the use of the software is the uVida App, which is provided by uVida for selected end devices via the Apple App Store free of charge and must be installed by the partner on suitable end devices in order to be able to use the services of uVida. The provision of these end devices itself is not part of the services owed by uVida. The uVida app currently only runs on Apple end devices, preferably on iPads with the latest software version as well as bluetooth low energy.
(3) The rights of the Partner under this Agreement are transferable and/or sublicensable to third parties only with the prior written consent of uVida.
(4) If during the term of the contract uVida functionally develops the technology used to provide the service for security reasons or to adapt to technical or economic market changes, uVida can replace the system used by the partner with the new version with the consent of the partner, even if this results in additional software or hardware requirements for of the partners in order to maintain the full range of functions; of the partners undertakes to use only the new version from this point in time (e.g. through immediate updates to newly provided versions of the uVida app).e.g. by immediate updates to newly provided versions of the uVida App). The consent of the partner is considered granted if (i) uVida announces the use of the new version and the changes contained therein to the partner with reasonable notice (usually two weeks) in advance in writing or by e-mail and (ii) the partner does not object to the change by the change date in writing or by e-mail. With the announcement of the change uVida will point out this legal consequence again separately.

§ 17 Individual development services

(1) As far as uVida provides individual programming services, conceptual design or creation of content or other individual development services for of the partners, the legal admissibility of the corresponding work results will only be checked and answered for by uVida if and as far as this legal check is explicitly made part of the order.
(2) For development services, there is freedom of design for uVida within the framework of the specifications made by the partner when the order is placed. Complaints regarding the concrete design of development results are excluded in this respect. If the partner wishes changes during or after the development, it has to bear the additional costs caused by this; uVida keeps in this case the claim for remuneration for already started or firmly ordered work.
(3) With the approval of user flows, designs and/or texts by the partner assumes responsibility for their correctness in terms of content.
(4) Delivery or provision dates are only binding if they are expressly confirmed as binding by uVida. If a written contract exists, the confirmation of a delivery or provision date must also be in writing.
(5) The Partner shall be obliged to accept the services and work results provided in accordance with the contract in writing or in text form. Insignificant defects shall not entitle the Partner to refuse acceptance, but shall be subject to rectification of defects. Acceptance shall be deemed to have taken place if of Partner (i) does not refuse acceptance in writing no later than 14 days after delivery of the services or work results or (ii) uses the services or work results productively.
(6) uVida grants the partner the necessary rights of use to the work results of the individual development services for the respective contractual purpose. Unless otherwise agreed, only a non-exclusive right of use is granted in each case. A transfer or sublicensing of the rights of use to third parties requires a written agreement with uVida.
(7) uVida is not obliged to hand out individually created or edited computer files (e.g. source codes, layouts) to of the partners. If the partner wishes the surrender of computer files, this is to be agreed upon and remunerated separately. If uVida has provided the partner with computer files, these may only be changed and/or used with the prior written consent of uVida.
(8) Suggestions of the partner for the design of the work results or his other cooperation do not constitute co-authorship and have no influence on the amount of the remuneration.

§ 18 Default, set-off, rights of retention

(1) If the Partner is in default of payment, uVida may, after prior written reminder, suspend further performance until full payment of all amounts due.
(2) The Partner is not entitled to set off its own claims against a claim of uVida from this contract or to assert a right of retention due to its own claims, unless the claims of the Partner (i) are undisputed or (ii) have been legally established or (iii) are based on a defect of the concrete service, the remuneration of which uVida asserts with its claim.

§ 19 Confidentiality

(1) Both parties are expected to disclose or have already disclosed confidential information in the course of their contractual relationship. Confidential information is all information expressly designated as "confidential" as well as such information whose confidentiality results from its content or the circumstances of its disclosure. Confidential information also includes commercial agreements between the parties and personal data collected or processed hereunder. If there is any doubt as to the confidentiality of information, the party that has received such information shall immediately contact the other party and request clarification, but in any case before such information is disclosed to third parties.
(2) Information shall not be deemed to be Confidential Information if the party receiving it can demonstrate that (a) it was aware of it prior to disclosure by the other party; (b) it independently developed the information without recourse to or use of information of the other party; (c) it lawfully obtained the information from third parties who, to its knowledge, were under no obligation of confidentiality to the other party; (d) it became known to it or to the public without violating these provisions or any

other regulations existing to protect the other party's trade secrets; or (e) it is required to be disclosed by law or by governmental or judicial order. In the latter case, the party that has received the information shall immediately inform the other party prior to its disclosure to third parties.

(3)		Unless it is necessary for the performance of the contract , both parties are obliged to keep the confidential information of the other party strictly confidential and to protect it with at least the same care as they use to protect their own confidential information.

(4)		The mutual confidentiality obligations under this section shall continue throughout the term of the Agreement and for a period of 5 years after its termination.

§ 20 Reference designation

uVida is entitled to mention the name and logo of the partner for reference purposes in its own advertising material such as website, brochures, newsletters etc.. If there are special requirements for the use, the partner will inform about them. In press releases and/or in detailed case studies, the name and/or logo of the partner will only be used with the partner's consent.

§ 21 Applicable law and place of jurisdiction

(1)		German law shall apply to the present contract.

(2)		The court at the registered office of uVida is responsible for disputes arising from or in connection with this contract. uVida has the right to sue of the partners also at their registered office or at the registered office of the trading company.

(3)		Insofar as this Agreement provides that declarations of a party shall be made in writing, the transmission of a copy of the declaration as a personally signed paper document by fax or as an e-mail attachment (but not the transmission of the declaration as a mere e-mail text) shall be sufficient for this purpose.

Appendix 1: Product description

Annex 2 : Data protection agreement

Appendix 1: Product description

uVida is a smart system for metabolic and performance analysis, which determines the current metabolic and fitness status in a few minutes based on the respiratory gases and provides personal nutrition and training recommendations via the associated uVida app. The analyzer can be used to perform 2 different analysis methods and, based on this, premium features can be activated for the end customer:

uVida Food

The analysis takes 5 or 30 minutes, depending on the mode. The system then determines the basal metabolic rate and shows the personal power and target metabolic rate (calories) as well as the proportions of carbohydrates, fats and proteins as the body currently burns .

uVida Activity

The analysis is an endurance test in which the power is increased until the client stops. After the analysis, it is shown exactly in which pulse ranges the most fat is burned, how performance can be increased and when muscles overacidify in the anaerobic range. In addition, the customer receives further values such as the VO2max, maximum power or the recovery ability.

After the analysis has been carried out, the end customer can purchase additional digital premium features from the partner, which UVIDA then creates and makes available to the partner for a fee:

Premium features

Provided that the end customer has a user account with uVida and has installed the uVida user app, he can use the basic features of the app free of charge by default.

The partner can now also purchase access to premium features for fixed terms for each analysis for his end customers. In this case, the B2B partner also invoices his end customer for the activation. Partner on the other hand receives an invoice from uVida for this service. The prices for this are defined in the price list linked in the offer. In this case, uVida will activate the premium features for the end customer for the term selected by the partner. The premium features are constantly developing and are also visible in the user app. In addition, the partner knows which content is involved, since he has access to the user app for himself.

Appendix 2: Data protection agreement

1. subject matter of the contract

1.1 This Agreement constitutes an agreement pursuant to Article 26 of the General Data Protection Regulation (GDPR) governing the processing of personal data by uNostics GmbH (hereinafter referred to as Provider) and the Partner (hereinafter referred to as Partner).

1. 2 The cooperation of the Parties pursuant to the Partner Agreement (hereinafter referred to as "**Main Agreement**") - hereinafter also referred to as "**Cooperation**" - entails that the Parties jointly determine the purposes and/or essential elements of the means of processing certain personal data (hereinafter referred to as "**Data**" or "Data **Processing**"). The Parties therefore act as joint controllers in the sense of data protection law as defined in Art. 26 in conjunction with Art. 4 No. 7 DSGVO.

1. 3 This Agreement governs the rights and obligations of the Parties under data protection law in the performance of the Cooperation and specifies in particular the allocation and fulfillment of tasks and obligations under applicable data protection law (in particular the GDPR) between the Parties with regard to data processing.

2. subject, purpose, means and scope of data processing

2.1 The subject matter and purpose of the Data Processing is the provision of a system for smart performance and metabolic analysis based on breath to End Users (hereinafter: Data Subjects), as described in detail in the Main Agreement.

2. 2 The data processing refers to the following types of data, of the categories of data subjects designated below.

Data types	Categories affected
Master data (e-mail, first name, last name, date of birth, height, weight, gender, zip code, city, country); health data	Athletes/professionals who want to optimize their training or nutrition.

2.3 The following responsibilities and legal bases apply to data processing. The respective responsible entity will fulfill the obligations to exercise the rights of the data subjects in its area of responsibility:

Process	Responsible entity	Legitimation
Performance of the tests	Partner	Art. 9 (2) a) GDPR
Creation of an account with name and e-mail address of the athlete in the UVida App	Partner	Art. 9 (2) a) GDPR
Evaluation of the data and implementation of the analysis	Provider	Art. 9 (2) a) GDPR
Data storage	Provider	Art. 9 (2) a) GDPR
Display of the data for the athlete/proband	Provider	Art. 9 (2) a) GDPR
Display of the data for the partner	Provider	Art. 9 (2) a) GDPR
Anonymization	Provider	Art. 9 (2) a) GDPR
Further processing of anonymized data	Provider	Art. 6 (1) f) DSGVO
Advice to the athlete/proband on further training and nutrition based on the evaluation	Partner	Art- 9 (2) a) GDPR

2.4The Parties agree that the Data Processing shall take place exclusively in a Member State of the European Union (EU). Any transfer to a third country must be coordinated between the parties and may generally only take place if the special requirements of Art. 44 et seq. GDPR are met.

2.5The data shall be stored in a structured, common and machine-readable format.

2.6 The parties shall independently ensure that they are able to comply with all statutory retention obligations existing in relation to the data. To this end, they shall (without prejudice to corresponding provisions in this Agreement) take appropriate data protection precautions. This shall apply in particular in the event of termination of the cooperation.

3. information of the persons concerned

3.1Each Contracting Party shall ensure compliance with the information obligations pursuant to Art. 13 and 14 GDPR. Data subjects shall be provided with the required information free of charge in a precise, transparent, comprehensible and easily accessible form in clear and simple language.

3.2 The respective Contracting Party shall make the essential contents of this Agreement available to the Data Subjects in accordance with Article 26 (2) sentence 2 of the GDPR; the Parties shall agree on the content and wording of this information. For this purpose, the Parties agree on the following wording:

"The provision of the UVida system for smart performance and metabolic analysis based on breath is carried out jointly by uNostics GmbH and the respective partner. For this purpose, the parties have agreed on the following responsibilities and process personal data as follows and based on the legal bases named below:

Process	Responsible entity	Legitimation
Execution of the tests and local storage of the collected data	Partner	Art. 9 (2) a) GDPR
Creation of an account with name and e-mail address of the athlete in the UVida App	Partner	Art. 9 (2) a) GDPR
Evaluation of the data and implementation of the analysis	Provider	Art. 9 (2) a) GDPR
Storage of the data in the UVIDA cloud	Provider	Art. 9 (2) a) GDPR
Display of the data for the Sportle/Probanden	Provider	Art. 9 (2) a) GDPR
Display of the data for the partner	Provider	Art. 9 (2) a) GDPR
Anonymization	Provider	Art. 9 (2) a) GDPR
Further processing of anonymized data	Provider	Art. 6 (1) f) DSGVO
Advice to the athlete/subject on further training and nutrition on the basis of the evaluation	Partner	Art- 9 (2) a) GDPR

3.3 In addition to the information in 3.2, the Partner will inform the affected parties as follows:

"Information about the processing of personal data by uNostics GmbH can be found at https://www.uVida.de/datenschutz."

4. fulfillment of the other rights of the data subjects

4.1 Each Contracting Party shall be responsible for processing and responding to requests to exercise the other rights of data subjects under Art. 15 et seq. GDPR of the data subjects in their area of responsibility ("data subject rights").

4.2 Notwithstanding the provision in Section 4.1 of this Agreement, the Parties agree that data subjects may contact either Party for the purpose of exercising their respective data subject rights. In such a case, the other party shall be obligated to forward the request of a data subject to the contracting party responsible in accordance with section 4.1 without delay, insofar as this is legally permissible.

4.3 Prior to any deletion of data, the other party shall be informed; it may object to the deletion for a justified reason, for example, if it has a legal obligation to retain the data. The parties shall draw up a record of the deletion or destruction of the data.

5. processing safety

5.1 The Parties shall implement technical and organizational measures prior to the start of the Processing and maintain them during the Contract in compliance with the requirements of Art. 32 GDPR.

5.2 If one Party determines that the measures implemented in accordance with Section 5.1 of this Agreement are not sufficient or that technical advances or legal changes require further measures, it shall immediately inform the other Party thereof in writing.

6. involvement of processors

6.1 Each Party may only engage Processors within the scope of the Data Processing if the requirements of the GDPR, in particular of Art. 28, 29, 32 and 44 GDPR, are complied with. The respective other contracting party shall have the right to information about the respective commissioned processors.

6.2 Furthermore, the Parties shall ensure that all Processors have been carefully selected with particular regard to the suitability of the technical and organizational measures taken by the Processor.

7. procedure in the event of data protection breaches

7.1 Each Contracting Party shall be responsible for the examination and processing of all breaches of the protection of personal data within the meaning of Art. 4 No. 12 of the GDPR (hereinafter referred to as "data breach(s)"), including the fulfillment of any reporting obligations to the competent supervisory authority pursuant to Art. 33 of the GDPR or to data subjects pursuant to Art. 34 of the GDPR within its area of responsibility.

7. 2 The Parties shall notify the other Party without undue delay of any data breach discovered and shall cooperate to the extent necessary and reasonable in any notification pursuant to Art. 33, 34 GDPR as well as in any clarification and elimination of data breaches, in particular by providing each other without undue delay with all relevant information in this context.

7.3 Before the Party responsible under Section 7.1 makes a notification under Section 7.1 of this Agreement to a supervisory authority or a Data Subject, it shall coordinate the course of action with the other Party.

8. cooperation with supervisory authorities

8.1 The parties shall notify the other party without undue delay if a data protection supervisory authority approaches them in connection with this Agreement, the cooperation or the data processing.

8. 2 The parties agree that requests by competent data protection supervisory authorities shall be complied with as a matter of principle; in particular, any information requested shall be provided and opportunities for inspection (also on site) shall be granted. In this context, the parties shall grant the competent data protection supervisory authorities the necessary rights of access, information and inspection.

8.3 To the extent possible, the Parties will consult with each other before responding to any requests from competent data protection supervisory authorities or before disclosing any information related to this Agreement, the Cooperation or the Data Processing to competent data protection supervisory authorities.

9. liability; indemnification

9.1The   parties shall be liable to affected persons in accordance with the statutory provisions.

9.   2 The Partner shall indemnify the Provider in the internal relationship against any liability insofar as the cause triggering the liability lies in the Partner's area of responsibility.   This shall also apply with regard to a fine imposed on the Provider due to a breach of data protection regulations, subject to the proviso that the Provider must first have exhausted the legal remedies against the penalty notice. If the Provider thereafter remains wholly or partially subject to a fine that does not correspond to its internal share of responsibility for the violation, the Partner shall be obligated to indemnify the Provider from the fine to the extent that the Partner bears a share of responsibility for the violation sanctioned by the fine. The prerequisite for this indemnification obligation is that the Provider informs the Partner immediately in text form about asserted claims, does not make any acknowledgements or equivalent declarations and enables the Partner to conduct all judicial and extrajudicial negotiations about the claims at its own expense - to the extent possible under procedural law.

10. running time

The provisions of the main contract apply to the term and termination of the contract.

11. final provisions

11.1If individual provisions of this Agreement are or become invalid or contain a loophole, this shall not affect the remaining provisions.   The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the purpose of the invalid provision and best meets the requirements of Art. 26 GDPR.

11.2   German law including the GDPR shall apply.