

# UnitPlus

## **General Terms and Conditions of Use for Companies (“GTC”)**

As of: 01.11.2025



UnitPlus InnolInvest GmbH  
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[www.unitplus.eu](http://www.unitplus.eu)

# General Terms and Conditions of Use for Companies ("GTC")

UnitPlus InnolInvest GmbH, with registered office at Rosenthaler Straße 40/41, 10178 Berlin, registered in the commercial register of the Local Court of Berlin (Charlottenburg) under HRB 225472 B, e-mail: [contact@unitplus.eu](mailto:contact@unitplus.eu) (hereinafter: "**UnitPlus**", "**us**" or "**we**") operates a platform (hereinafter: "**Platform**") via an online application at <https://unitplus.eu/business-en/> (hereinafter: the "**UnitPlus Web App**"), through which small and medium-sized enterprises (hereinafter: "**SMEs**" or "**Companies**"), with the involvement of a regulatory partner, Finax, o.c.p., a.s., (Zweigniederlassung, Friedrich-Ebert-Anlage 56, 60325 Frankfurt am Main, Registered with the Local Court of Frankfurt am Main under the Number HRB 136593, is a branch of Finax, o.c.p., a.s. with registered office at Bajkalská 19B, 821 01 Bratislava, Slovakia, company ID 51 306 727, registered with the Municipal Court Bratislava III, Section: Sa, 6713/B) (hereinafter: "**Finax**" or "**Partner**") can acquire and (re)sell shares in the money market fund Goldman Sachs Euro Liquid Reserves Fund with [ISIN IE00B96CNN65](#) (hereinafter also: "**MMF**" for Money Market Fund). In addition, we provide information about UnitPlus, our partners and the respective services on the UnitPlus web app.

UnitPlus is a financial investment intermediary licensed in accordance with § 34f GewO and registered with the Berlin Chamber of Industry and Commerce under D-F-107-JGG2-54.

The partner acts as the SME's financial portfolio manager by acquiring or selling shares in the MMF for the company and enabling them to be held in a customer custody account managed by the partner. The SME can thus make one-off investments or recurring investments (savings plan) via the partner.

## Note:

The MMF unit is a financial instrument. The MMF invests in euro-denominated money market instruments (securities) with a short maturity of up to 397 days issued by governments, financial institutions or companies to cover their short-term financing requirements, as well as in deposits, reverse repurchase agreements and other money market funds ("**investment assets**"). The acquisition of units in the MMF is associated with risks. The short residual term of the investment assets does not protect investors from the default risk of the issuers, which also exists for high-grade investment assets with an investment grade rating. The risk with money market funds also lies in fluctuations in value and a possible negative return, and past performance is not an indicator of future performance.

Companies should read the [risk warnings](#) of our partner and the prospectus as well as the basic information sheet of the MMF before purchasing MMF units. UnitPlus does not provide any financial services, in particular neither investment advice nor financial portfolio management, i.e. UnitPlus does not make any investment recommendations, nor does UnitPlus check whether the acquisition of MMF units is individually suitable for the company. The partner as financial portfolio manager carries out a suitability test. UnitPlus acts as the Partner's outsourcing company.

## **1. Subject of these terms of use**

- 1.1 These GTC govern the contractual basis between UnitPlus and the Company for the use of our Platform or the UnitPlus Web App, which provides access to the CashPlus SME product offered by our Partner.
- 1.2 CashPlus SME is a solution developed for companies to invest indirectly in the money market. The aim is to achieve a return on the invested capital at the interest rate level of the money market. The focus is on capital preservation and maintaining daily liquidity. The investment is made in the Goldman Sachs Euro Liquid Reserves Fund. Its investment objective is to increase current income by investing in a diversified portfolio of first-class money market securities while at the same time preserving capital and maintaining liquidity.
- 1.3 The use of our Partner's services in connection with the CashPlus SME product (in particular financial portfolio management and safekeeping of MMF units) is subject to the Partner's Special Terms and Conditions, which are made available to each company upon registration on the Platform. Our Partner's services are governed exclusively by the Partner's contractual terms and conditions; UnitPlus is not responsible for the Partner's services.
- 1.4 Any Company wishing to use our Platform or UnitPlus Web App should read these GTC carefully and in full. If a Company does not agree to these GTC, it may not use the Platform or the UnitPlus Web App or the services offered there (including those of our Partner). Any conflicting general terms and conditions of the SME are excluded, even if we do not expressly object to them again.

## **2. Use of platform or the UnitPlus web app**

- 2.1 The Company may use the services offered by our Partner via the UnitPlus Web App. This means that the SME can use our platform or the UnitPlus Web App to conclude a contract with the Partner for the opening and management of a client custody account for the safekeeping of MMF units and a financial portfolio management contract for the acquisition or sale of MMF units on the basis of the Partner's contractual terms and conditions.

- 2.2 UnitPlus enables the conclusion of a contract between the Company and the Partner via the Platform or UnitPlus Web App. The special terms and conditions of the Partner for its services are made available to the Company in the UnitPlus Web App.
- 2.3 Insofar as UnitPlus includes links to third-party websites with third-party content on the Platform, this third-party content was checked at the time of initial linking to determine whether it could give rise to civil or criminal liability. It cannot be ruled out that the content may subsequently be changed by the respective providers. UnitPlus does not constantly check the content of the linked websites for changes that could give rise to new liability. Companies are advised to inform themselves on the forwarded/linked pages about the applicable terms and conditions as well as the privacy policy and data protection information of the respective providers.

### **3. Registration and Opening of an account**

- 3.1 In order to use our Platform or the UnitPlus Web App in accordance with these GTC and to make use of the services of our Partner, the SME must register in accordance with these GTC and open an account with UnitPlus. The opening of an account for a legal entity is carried out by the natural person authorized to represent the company (e.g. managing director) on behalf of the entrepreneur. Proof of representation (e.g. extract from the commercial register or power of attorney) must be provided to UnitPlus as part of the registration process.
- 3.2 An Account can only be opened in the UnitPlus Web App. The natural person acting on behalf of the Company follows the instructions of the registration process in the UnitPlus Web App and provides the required information. In order to be able to use the services of our Partner, the company and the natural person authorized to represent it must also successfully complete an identification process in accordance with Section 4.
- 3.3 There is no entitlement to the conclusion of a contract for the use of our Platform or the UnitPlus Web App and/or the services of our Partner.
- 3.4 In order to open an account, the company or the representative acting on behalf of the company must fulfill the following requirements:
- The SME accepts these GTC and takes note of our data protection information.
  - In order to use the services of the partner, the SME accepts the special conditions of the partner.
  - A variety of legal company forms can be registered, including GmbH, AG, GbR, UG, OHG, and KG. A prerequisite is that the company is tax resident in Germany, does not conduct business in high-risk countries, and does not qualify as a

financial services institution within the meaning of the German Banking Act (KWG).

- The company must have a current (non-expired) Legal Entity Identifier (LEI), which must be provided during registration. If the company does not possess a valid LEI number at the time of registration, it may apply for one during the registration process through our external partner LEI Register.
    - o The issuance and management of the LEI number are subject to the terms and conditions of LEI Register. The fees associated with the LEI are determined by LEI Register and invoiced to the company via UnitPlus.
    - o The company will be informed of the applicable costs before applying for the LEI during the onboarding process and must confirm acknowledgment of this information. The current fees can be viewed on the website of LEI Register: <https://www.leiregister.com>
  - The natural person acting on behalf of the SME is authorized by law or power of attorney to represent the company, proves the power of representation by means of appropriate documents (extract from the commercial register or power of attorney) and must be at least 18 years old and resident in Germany.
  - Consumers within the meaning of § 13 BGB are excluded. However, they may use the platform or the UnitPlus Web App on the basis of the General Terms of Use for Consumers.
- 3.5 Excluded from registration are legal entities that have their tax domicile or habitual residence in a country (i) that is subject to US taxation within the meaning of the Foreign Account Tax Compliance Act (FATCA) or (ii) that is on the list of "High-Risk Jurisdictions" of the Financial Action Task Force (FATF) or (iii) against which an embargo or sanctions have been imposed, in particular by the USA or the EU. Persons who are subject to the tax laws of Canada or Japan are also excluded.
- 3.6 The company must specify a bank account as a reference account that is held as a business account in the name of the company at a credit institution authorized within the European Economic Area (EEA).
- 3.7 The access data for the account must be kept secret. Only authorized representatives of the company may be provided with the access data. Third parties may not be granted access to the account. Multiple registrations are not permitted. An account is not transferable.
- 3.8 The contract between UnitPlus and the Company is concluded by UnitPlus sending a confirmation of receipt of the offer to the Company's e-mail address provided during registration after receipt of the completed registration. The confirmation of

receipt email constitutes UnitPlus' acceptance of the offer to use the Platform or the UnitPlus Web App.

#### **4. Identification und identify verification (KYC/AML)**

4.1 UnitPlus and our Partner must fulfill obligations to prevent money laundering (KYC/AML), including the obligation to identify and verify the identity of the Contractual Partner ("**Identification**"), in accordance with the statutory provisions applicable to them. For the purpose of fulfilling its own and the Partner's legal obligations to prevent money laundering, UnitPlus will identify the Company and the natural persons acting on behalf of the Company with the involvement of service providers (KYC Providers) before the Company can use the services of UnitPlus and the services of our Partner. UnitPlus will forward the information provided to the Partner on behalf of the Company for the purpose of fulfilling the Partner's KYC/AML obligations.

4.2 For the purpose of identification, the person acting on behalf of the Company shall truthfully provide all necessary information in the UnitPlus Web App. With regard to the company as a legal entity, the following data in particular is collected: Company name or name of the company, legal form, registration number, if available, address of the registered office or principal place of business and the names of the legal representatives. In this context, copies of the founding documents (e.g. depending on the legal form, entry in the commercial register, certificate of incorporation, list of shareholders) as well as proof of the power of representation of the legal representatives (e.g. by means of a current excerpt from the respective public register or an equivalent document) must be submitted.

In addition, for identification purposes, information must be provided on the natural persons acting on behalf of the company as well as its beneficial owner (in particular first and last name, place of birth, date of birth, residential address) and it must be stated whether the natural persons are a politically exposed person (PeP), a family member or a person known to be close to a PeP.

In the case of business relationships with legal entities, the complete ownership and control structure must be disclosed and the beneficial owners named.

4.3 For the purpose of fulfilling the statutory KYC/AML obligations applicable to the Partner for the prevention of money laundering, UnitPlus will forward the collected data to the Partner or its service provider on behalf of the Company. If identification is not possible in accordance with the statutory provisions applicable to the Partner, UnitPlus will request further information from the Company on behalf of the Partner. If identification is not possible even after further information has been provided, our Partner may refuse to conclude a contract or is entitled to terminate the agreement with the Company. In this case, use of our platform is also excluded.

- 4.4 For identification purposes, the company or the person appearing must undergo an identification procedure. UnitPlus can commission a service provider for this purpose. Access is via the UnitPlus web app. For this purpose, the person acting on behalf of the company requires an official identification document and a camera. The acting person follows the instructions in the identification procedure. The company is informed of the completion of the identification procedure in the UnitPlus web app.
- 4.5 The Company must inform UnitPlus and our Partner of any changes to its details by email for the duration of the business relationship. UnitPlus intends to enable Companies to make changes directly in the UnitPlus Web App in the future. We will forward the relevant amended data to the Partner on behalf of the Company.

## **5. Investing through our partner**

- 5.1 The Company may invest in shares in the MMF via the Partner. This is done via the CashPlus SME portfolio strategy of our Partner available and described in the UnitPlus web app. By concluding a financial portfolio management agreement with the Partner, the Partner is instructed to implement the portfolio strategy selected by the Company in accordance with the Partner's general terms and conditions.
- 5.2 The company answers various questions about its asset situation, its investment objectives, its risk appetite and the knowledge and experience of the persons involved. On the basis of the suitability test carried out by the partner, the partner checks whether the CashPlus SME portfolio strategy is suitable for the company. The portfolio strategy recommended by the partner is selected by the company.
- 5.3 With CashPlus SME, the company invests in the MMF. The purchase can be made up to the amount available in the account set up for the company ("**investment account**"). There are no minimum or maximum amounts for the purchase of MMF units.

## **6. Payments into the investment account; disbursement of credit balances**

- 6.1 For investments and the implementation of the Investment Strategy, the Company will make transfers to the Investment Account. The IBAN for the investment account is displayed in the UnitPlus web app.
- 6.2 The Company may liquidate its portfolio by instructing the Partner to sell its money market fund units. The customer places such orders via the UnitPlus web app.
- 6.3 The company can have the proceeds generated from the sale and allocated to the investment account (less tax, if applicable) paid out to the specified reference account at any time.

## **7. Fees**

The company pays various fees for the partner's services, which are listed in the partner's list of prices and services (PLV). We receive a share of this fee directly from the Partner. UnitPlus sends invoices from the Partner to the Company on behalf of the Partner.

## **8. Blocking of the access of account**

- 8.1 If we become aware of use by unauthorized third parties, we will temporarily block the company's access to the platform and inform the company of this in order to clarify the incident together with the company. If access to the platform is blocked, the company will no longer be able to access its portfolio with the partner.
- 8.2 If there are concrete indications that the company has violated these Terms of Use, statutory provisions or the rights of third parties, we may (i) warn the company, (ii) restrict the use of the Platform, in particular temporarily block the account or (iii) permanently block the account in accordance with Section 8.3. When choosing a measure, we take into account the legitimate interests of the company, in particular whether there are indications that the company is not responsible for the violation.
- 8.3 We may permanently exclude the company from using the platform (final blocking) if (i) the company has provided false contact details, (ii) the company transfers the account or grants access to it to external third parties, (iii) the company causes significant damage to other customers or us, (iv) the company repeatedly violates these Terms of Use in a serious manner or (v) there is another important reason. After an account has been definitively blocked, there is no entitlement to restoration of the blocked account.
- 8.4 We are entitled to delete accounts that have not been used for a period of one (1) year. We will inform the company in good time before deleting the account. If the company subsequently uses the account again within four (4) weeks, the account will not be deleted.
- 8.5 We are entitled to block an account if the company's Legal Entity Identifier (LEI) has expired. We will inform the company in good time before blocking the account.
- 8.6 If an account is permanently blocked and money market fund units are still held by the partner for the company at the time of blocking, the general terms and conditions and all associated special terms and conditions of the partner apply.



## **9. Liability**

- 9.1 We shall be liable for intent and gross negligence in accordance with the statutory provisions. We shall only be liable for slight negligence in the event of a breach of a material contractual obligation (cardinal obligation), the fulfillment of which is essential for the proper execution of the contract and on the observance of which the company may regularly rely, as well as in the event of damage resulting from injury to life, limb or health. In the event of slight negligence, we shall only be liable for foreseeable damage that can normally be expected to occur.

The above limitation of liability also applies in favor of our employees, representatives, organs and vicarious agents.

- 9.2 Our liability for guarantees given and for claims based on the Product Liability Act or in the event of data protection violations remains unaffected.

## **10. Availability and changes on the platform**

- 10.1 We are entitled to temporarily restrict the use of the platform if this is necessary with regard to the security, integrity and capacity limits of the platform or to carry out technical measures on the platform, such as maintenance work. In doing so, we take into account the legitimate interests of the companies and will inform them of any restriction in good time.
- 10.2 In addition to the availability restrictions described in Section 10.1, we may change and adapt the Platform and its functional scope if a valid reason requires this change, in particular (i) to implement changed legal requirements or case law, (ii) to implement changed technical requirements such as a new technical environment or other operational reasons, (iii) to maintain operations, (iv) to adapt to changed market conditions such as increased user numbers, and (v) in favor of the Company. The company will not incur any additional costs for changes to the platform and its range of functions. We will inform companies clearly and comprehensibly about the changes to the platform.
- 10.3 If a change pursuant to Section 10.2 impairs access to or the usability of the Platform more than insignificantly ("negative change"), we will inform the Company of this at least six weeks in advance by e-mail ("change notification"). The change notification shall contain the characteristics and the time of the negative change as well as the rights described below.
- 10.4 In the event of negative changes, the Company has the right to terminate the contract free of charge without notice. Such a right to terminate the contract does not exist if the accessibility or usability of the unchanged platform is maintained without additional costs.

- 10.5 These GTC apply accordingly to all changes made and to the use of the Platform in the respective amended version.
- 10.6 Adding, removing and adapting the content and services available via the Platform does not constitute a change to the Platform or its functional scope. We may do this at any time without taking into account the provisions of these clauses 10.2 to 10.4.

## **11. Changes of these terms of use**

- 11.1 We may amend and adapt these Terms of Use with effect for the future if there is a valid reason for the amendment and insofar as the amendments are reasonable, taking into account the interests of both parties.
- 11.2 A valid reason exists in particular if the changes are necessary to a not insignificant extent due to a disturbance of the equivalence relationship of the contract that was unforeseeable for us at the time of conclusion of the contract or are necessary for the further execution of the contract due to changes in case law or legislation.
- 11.3 The amendment of a principal obligation is excluded.
- 11.4 We will send the amended terms and conditions to the company in text form prior to the planned entry into force and draw separate attention to the new regulations and the date of entry into force. At the same time, we will grant the company a reasonable period of at least six weeks to declare whether the company objects to the validity of the amended terms of use for the further use of the platform.
- 11.5 If no declaration is made within this period, which commences upon receipt of the notification in text form, the amended Terms of Use shall be deemed to have been agreed. In the event of an objection, the previous Terms of Use shall continue to apply. In this case, we will terminate the contractual relationship for the use of the platform in accordance with the applicable terms of use.
- 11.6 We will inform the company separately of this legal consequence, i.e. the right of objection, the objection period and the significance of silence, at the beginning of the period.

## **12. Contract period and termination**

- 12.1 The contractual relationship between the Company and UnitPlus regarding the use of the Platform or UnitPlus Web App (hereinafter: "**User Relationship**") is for an indefinite period of time.
- 12.2 Either Party may terminate the User Relationship at any time by giving two weeks' notice in text form (e.g. e-mail). Termination by the Company may be made to

UnitPlus via the functions of the UnitPlus Web App or by e-mail to [contact@unitplus.eu](mailto:contact@unitplus.eu) or [support@unitplus.eu](mailto:support@unitplus.eu). This does not affect the right of the Parties to terminate the user relationship without notice for good cause.

- 12.3 If the contractual relationship between the Company and the Partner is terminated (for whatever legal reason), the user relationship with UnitPlus will also end.
- 12.4 With regard to money market fund units still held in custody by the Partner for the Company at the time of termination, the General Terms and Conditions and any associated Special Terms and Conditions of the Partner shall apply.

### **13. Language**

These GTC are written in German. Non-binding translations of the General Terms and Conditions of Use into another language are for information purposes only. If a translation differs from the German language version, this German language version shall take precedence.

### **14. Storage of these General Terms and Conditions**

Companies receive these GTC in the version applicable to them as part of the registration process. The GTC can also be accessed by the Company on the Platform at any time. For this purpose, UnitPlus stores the GTC.

### **15. Communication**

- 15.1 Businesses can contact UnitPlus at any time with questions and/or complaints about our Platform and/or the UnitPlus Web App via a contact form on our Platform or the UnitPlus Web App. We will endeavor to respond promptly (usually within three working days) between Monday to Friday between 9am and 7pm CET.
- 15.2 UnitPlus will also be available to Companies for any questions and/or complaints regarding the Partner's services and will forward all communications from the Companies to UnitPlus regarding the Partner without delay. UnitPlus will assist the Partner in responding to questions from the Companies and will forward all communications from the Partner to the Company (including invoices, notices of termination, etc.).

### **16. Data privacy**

The collection, use and processing of the data of the Company and the acting persons by UnitPlus takes place exclusively within the framework of the UnitPlus data protection declaration, which is made available to the Company via the platform or the UnitPlus web app.

Furthermore, if and to the extent that the Company transmits personal data to UnitPlus for processing on its behalf, the Data Processing Agreement (DPA) pursuant to Art. 28 GDPR shall apply. The DPA forms part of these General Terms and Conditions as Annex 1.

#### **17. Applicable law**

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws. The exclusive place of jurisdiction is Berlin.

#### **18. Miscellaneous**

In the event that one or more present or future provisions of these GTC should be or become invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions of these GTC shall not be affected thereby.

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## **Annex 1 – Data Processing Agreement (DPA)**

The following agreement governs the processing of personal data by UnitPlus on behalf of business clients, as referenced in Section 16 of the General Terms and Conditions.

*(Effective upon acceptance of the GTC)*

This Data Processing Agreement (“Agreement”) specifies the data protection obligations of UnitPlus (“Processor”) and its UnitPlus Business clients (“Controller”) in connection with the processing of personal data by UnitPlus in the context of the clients’ use of UnitPlus Business services.

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### **1. Subject Matter and Duration**

- The subject matter of this Agreement is the processing of personal data by the Processor on behalf of the Controller.
- Main task: Cash management services.
- The duration of this Agreement corresponds to the duration of the use of UnitPlus Business services by the Controller.

### **2. Nature and Purpose of Processing**

- Nature: Collection, storage, organization, structuring, consultation, use, transfer, deletion.
- Purpose: Provision of cash management, liquidity optimization, reporting, and related financial services.

### **3. Categories of Data Subjects**

- Customers and their employees
- Authorized representatives
- Business partners

### **4. Categories of Personal Data**

- Contact details (names, addresses, emails, phone numbers)
- Account and financial data
- Transactional data
- Communication data

### **5. Obligations of the Processor**

- Process personal data solely on documented instructions from the Controller.
- Ensure confidentiality, integrity, availability, and resilience of processing systems.
- Implement appropriate technical and organizational measures (TOMs) to protect personal data.
- Ensure that persons authorized to process personal data have committed themselves to confidentiality.
- Support the Controller with data subject requests, data protection impact assessments, and cooperation with supervisory authorities to the extent required by law or customary and reasonably expected.
- Notify the Controller without undue delay in case of a personal data breach.
- Maintain a digital record of all relevant processing activities.

## 6. Subprocessors

- The Processor may engage subprocessors. The current list of subprocessors is provided in Annex 1A.
- The Processor shall inform the Controller of any intended relevant changes regarding the addition or replacement of subprocessors.

## 7. Rights and Obligations of the Controller

- The Controller retains full control and responsibility for the lawfulness of the data processing.
- The Controller has the right to issue instructions, request information, and conduct audits or inspections.

## 8. Technical and Organizational Measures (TOMs)

- The Processor shall implement TOMs in accordance with Annex 1B to ensure adequate data protection.
- Annex 1B may be updated to reflect legal and technical changes; updates become binding after three months unless objected to by the Controller.

## 9. International Data Transfers

- Any transfer of personal data to a third country shall only occur on the basis of appropriate safeguards as per GDPR requirements.

## 10. Termination and Deletion

- Upon termination of the use of UnitPlus Business services, the Processor shall delete or return all personal data at the choice of the Controller, unless Union or Member State law requires storage.

## 11. Liability

- Liability shall be governed by the provisions of the GTC and applicable law.

## 12. Miscellaneous

- This Agreement shall be governed by the laws of Germany.
- Amendments and supplements to this Agreement must be made in writing which also applies to any waiver or modification of this clause.
- Invalid provisions shall not affect the validity of the remainder.
- They shall be replaced with a provision reflecting the intended purpose.

This DPA becomes effective without separate signature upon acceptance of the General Terms and Conditions by the Controller.

### Annex 1A: List of Subprocessors

Subprocessor	Service	Location
Amazon Web Services EMEA SARL	Cloud hosting and storage	Frankfurt, Germany
Finax, o.c.p., a.s., Zweigniederlassung	Portfolio management	Frankfurt, Germany

Finax, o.c.p., a.s.	Custody	Bratislava, Slovakia
fino run GmbH	Open Banking	Kassel Germany
Regpit GmbH	AML cockpit	Berlin, Germany

## Annex 1B: Technical and Organizational Measures

The Processor has implemented the following measures to ensure personal data security:

### 1. Access Control

- Access to systems and data is restricted to authorized personnel based on roles and responsibilities.
- Strong password policies and multi-factor authentication (MFA) are enforced.
- Regular review of access rights and permissions.

### 2. Data Encryption

- Personal data is encrypted during transmission (TLS 1.2/1.3) and at rest using AES-256 encryption.

### 3. Physical Security

- Data is hosted in certified data centers (e.g. ISO 27001, SOC 1/2/3) with restricted physical access.

### 4. System Availability and Resilience

- Regular automated backups.
- Business continuity and disaster recovery plans are established and tested.
- Continuous system monitoring and performance alerts.

### 5. Data Minimization and Retention

- Personal data is collected and processed only to the extent necessary for service provision.
- Data is deleted or anonymized after the end of the contractual relationship, subject to legal retention obligations.

### 6. Employee Awareness and Confidentiality

- Employees receive training on data protection and information security.

### 7. Subprocessor Management

- Subprocessors are carefully selected and contractually bound to GDPR compliance.

### 8. Incident Response Management

- Procedures exist for detecting, reporting, and managing security incidents and data breaches.
- The Controller will be notified without undue delay in the event of a personal data breach.



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