

As of: 14 October 2026 · Version 1.1

between BERYK Consulting GmbH, Friedrichstr. 155, 10117 Berlin ("quupp"), and the company stated on registration ("Customer").

1 Subject matter

This agreement governs the protection of confidential information that the Customer entrusts to quupp when using the platform. It becomes part of the user agreement when registration is completed.

2 Confidential information

Confidential information comprises all documents uploaded by the Customer, their contents, and the analysis results, assessments, queries, and project data generated from them, whether or not they are marked. It also includes information of third parties, in particular the Customer's clients, contained in those materials.

3 Duties of quupp

(1) quupp keeps confidential information secret and uses it solely to perform the services owed under the contract.

(2) quupp discloses confidential information only to the sub-processors named in Annex 2 of the AVV, and only insofar as this is required to perform the service. They are contractually bound to confidentiality and to purpose limitation; use for training AI models is contractually excluded.

(3) Persons who work for quupp and may obtain access to confidential information are bound to confidentiality in text form.

(4) quupp protects confidential information by appropriate technical and organisational measures in accordance with Annex 1 of the AVV.

(5) quupp does not use confidential information to train AI models and does not evaluate it for its own purposes. The only permitted use is the collection of aggregated operational metrics with no document content and no personal data, in accordance with § 5 GTC.

4 Exceptions

The duties under Section 3 do not apply to information that (a) was already public when it was entrusted, or becomes public without fault on the part of quupp, (b) quupp can show was already lawfully known to it, (c) quupp lawfully receives from a third party who is not bound to secrecy, or (d) quupp must disclose because of a statutory duty or an order of an authority or a court. In case (d), quupp informs the Customer in advance without undue delay, insofar as legally permitted, and limits the disclosure to what is required.

5 Rights

All rights in the confidential information remain with the Customer or the respective rights holders. quupp receives only the rights of use required to perform the service under the GTC.

6 Notification of breaches

quupp informs the Customer without undue delay, and at the latest within 48 hours of becoming aware, of any breach of this agreement or of a reasonable suspicion of such a breach, and supports the Customer in clarifying it.

7 Deletion

After deletion by the Customer or after the contract ends, quupp deletes confidential information in accordance with the periods in the privacy policy, § 10 GTC, and Section 3.6 of the AVV. Backup copies are overwritten after 30 days. Statutory retention duties remain unaffected; to that extent this agreement continues.

8 Term

This agreement applies from registration. The duties under Section 3 continue without time limit after the contract ends, for as long as the information does not fall under Section 4.

9 Order of precedence

For personal data, the AVV prevails. Otherwise this agreement prevails over the GTC in the event of a conflict. A separately signed non-disclosure agreement prevails over this agreement insofar as it expressly refers to it.

10 Final provisions

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Jurisdiction is governed by § 12(2) GTC. Liability is governed by § 9 GTC. In the event of discrepancies between language versions, the German version prevails.