

General Terms and Conditions of Business of nexum AG (hereinafter called "nexum")

§ 1 - Subject Matter of the Contract

1. The Provisions of these General Terms and Conditions of Business apply for all contracts concluded between nexum or a company associated with nexum in terms of §§ 15 ff of the German Companies Act (AktG) and the Contract Partner.
2. Any conditions of purchase, acquisition and other General Terms and Conditions of Business of the Contract Partner shall not apply, even if the Contract Partner refers to said terms and conditions in its order and nexum does not expressly and repeatedly oppose such reference.

§ 2 - Order Placement and Performance

1. nexum quotes are made without obligation unless specified otherwise in individual contracts. Contracts shall only have been concluded when signed by each Contract Party or when the Customer places a written order which is accepted when nexum countersigns or confirms in writing. Services shall be performed by nexum exclusively on the basis of the duly confirmed Subject Matter of the Contract and these General Terms and Conditions of Business. The scope of contractual performance is determined in the aforesaid contract documents and the corresponding appendices such as the service specifications and concepts.
2. nexum shall ensure that a sufficient number of trained employees is present at all times. These employees shall also be obliged to observe nexum's exclusive authority to instruct and issue directives when deployed to the premises of the Contract Partner.
3. nexum and the Contract Partner shall each appoint a contact person. These contact persons shall be responsible for communication between the Contract Parties within the scope of fulfilment of contracts. If required, each contact person shall immediately procure a decision from the respective Party represented. Statements submitted by the Parties shall only be valid if in writing. The aforesaid provision shall not apply for statements made by legal representatives, holders of full commercial powers of attorney and general agents; relevant legal provisions shall continue to apply for these persons.
4. Unless expressly included, national public holidays in Germany are excepted when nexum specifies a period from Monday to Friday in its documents.

§ 3 - Contract Partner Obligations

1. The success or failure of a contract and its execution depends significantly on whether and to what extent the Contract Partner cooperates in fulfilling the contract within the scope of its capacity to perform. Collaboration duties are primary obligations to perform. Agreed performance periods shall be duly extended if the Contract Partner does not fulfil its duty to collaborate or fails to collaborate in an orderly manner; nexum shall not default in this case. Should nexum incur additional expenditure as a result of failure to collaborate on the part of the Contract Partner, the Contract Partner shall remunerate these expenses in accordance with the respective valid price list.
2. Unless otherwise agreed in individual contracts, the Contract Partner shall in particular be obliged to
 - (a) grant nexum rights to information and texts essential for executing a contract, in particular the indefinite, geographically unlimited right to process, duplicate, and publish information and texts and to make said information and texts available to the general public via the Internet;
 - (b) to reasonably support nexum free of charge in the execution of the contracts. In particular, the Contract Partner shall, free of charge, meet all the requirements within its sphere of operation essential for executing a contract. This includes the obligation to ensure that all the locations at which nexum is to carry out installations and/or projects are adequately supplied with electricity, that the working environment is safe and that sufficient space is available for service appliances and technicians' equipment and that said locations are adequately insured against fire, theft and vandalism;
 - (c) to appropriately reach agreement with nexum on dates and meetings essential for fulfilling the contract and to contact nexum in good time in the event of any doubt;
 - (d) to notify nexum immediately in writing of any defects and breakdowns, including a detailed description of such defects and breakdowns.
3. Further specific collaboration obligations on the part of the Contract Partner are specified in individual contracts and their appendices.

§ 4 - Breaches of Property Rights and Other Rights

1. The Contract Partner undertakes not to misuse nexum's services. In particular
 - (a) not to violate criminal and civil laws,
 - (b) to observe the copyrights and property rights of third parties,
 - (c) not to violate import and export laws,
 - (d) not to undertake any activities contrary to fair competition principles,
 - (e) not to send any spam or junk emails,
 - (f) not to send any malware and greyware.
2. The Contract Partner shall ensure that its use of texts and information accordingly made available does not violate the property rights of third parties or laws (in particular criminal and civil regulations). nexum is not obliged to check whether materials received from the Contract Partner for the purpose of processing or using such materials or passing them on to third parties is subject to third-party rights or whether such materials contain illegal or incorrect information; this is to be verified solely by the Contract Partner.
3. The Contract Partner hereby declares that contents such as texts, images, diagrams, music and video sequences, software, drawings, etc., database contents and structures and the domain used, all of which are entrusted to nexum and made available on the Internet, are free of any third-party property rights and that the Contract Partner is entitled to use these contents for the purpose of executing this contract and in particular of presenting these contents online and/or making them available to third parties for retrieval. The Contract Partner shall expressly declare, in particular concerning the domain employed for the purpose of finding the presentation, that said domain does not violate any third-party naming rights, trademark laws, or other identification rights, or contravene any competition rules or copyright regulations.
4. The Contract Partner shall also bear sole responsibility in the event that hyperlinks on its web presentations link to the type of third-party contents specified in Provisions 1-3. The Contract Partner shall furthermore bear sole responsibility for authorisation to enable third-party contents to be accessed by means of hyperlinks in its presentation.
5. The Contract Partner shall be obliged to identify persons and/or representations bearing responsibility for its respective contents on its website. If several responsible persons are named, responsibility for the respective individual parts of a website is to be indicated. The person responsible is the person who finally decides on contents assigned to him and may only be a person who resides permanently in the country in which he is domiciled, has full legal capacity, may be unconditionally prosecuted by law and who has not forfeited his right to hold public offices due to a judicial sentence. The Contract Partner is liable to nexum for the accuracy of the aforesaid information given to nexum. nexum will not verify this information.
6. Any violation by the Contract Partner of the obligations specified in the aforesaid Provisions 1-5 shall entitle nexum
 - (a) to modify the subject matter to the extent that no property rights or laws are violated;
 - (b) to temporarily take the systems offline (block the systems) in the event of sufficient cause for suspicion that the stored data contains illegal contents, in particular as a result of warning by an allegedly wronged party, unless such suspicion is evidently unfounded, or as a result of investigations conducted by government authorities. The block is, if possible, to be limited to the supposedly illegal contents. The Contract Partner shall be notified of the block immediately, told the reasons for the block and requested to remove contents supposedly violating laws or to indicate and if necessary evidence their legality. The block shall be reversed as soon as suspicion has been refuted. The Contract Partner shall remain obliged to make payment of the agreed remuneration despite the block; this shall also apply for the period of the block;
 - (c) to terminate current contracts for exceptional reason;
 - (d) The Contract Partner is furthermore obliged in each event of violation, to refrain from further violation, to indemnify nexum for losses incurred and for future losses and to hold nexum harmless and release nexum from third-party claims for compensation and reimbursement of expenses as a result of violation. The hold-harmless obligation also covers the obligation to fully release nexum from legal defence costs (court costs and lawyers' fees,

etc.).

§ 5 - Amendments to Services

1. The Contract Partner may commission nexum with subsequent amendments to the content and scope of agreed services provided that such amendments are reasonable for nexum and that agreement is reached in the event that other contractual provisions in terms of Provision 2 hereafter are affected by such amendments.
2. Should amendments in terms of the aforesaid Provision 1 affect contractual provisions (e.g. prices, performance periods and conditions for acceptance) the Contract Parties will agree on the adjustment to the respective contract resulting from the amendment. Until such time as such agreement is reached, nexum will continue with the performance of work in accordance with the present agreement in the absence of any agreement to the contrary between the project managers in each case.

§ 6 - Remuneration/Delay in Payment

1. Services performed by nexum shall generally be settled in accordance with time required. When several nexum employees work for the Contract Partner at the same time, the time worked by each employee shall be charged. Hourly rates are shown in the price list valid on the contracting date. This list can be viewed at nexum and requested at any time.
2. Flat rates may be agreed for certain project services by way of exception.
3. In the absence of any agreement to the contrary, travelling time and expenses as well as work performed on Sundays and public holidays will be charged separately in accordance with the respective valid price list. 50% of the time taken by nexum to travel to the Contract Partner and for return journeys shall be charged as working time. Travelling expenses and out-of-pocket expenses are reimbursed in accordance with tax regulations. Other expenses are reimbursed as accrued.
4. nexum shall be entitled to invoice expense-related remuneration at the end of each calendar month and/or on completion of a project provided that no other contractual agreement has been reached.
5. Prices are understood to exclude the respective currently valid rate of value added tax, which is shown separately on invoices.
6. In the event of a default on payment, interest to the amount of 5 % above the respectively valid basic interest rate, specified by the European Central Bank, shall be charged. nexum shall retain the right to enforce other claims on the basis of default on payment. nexum shall also be entitled to request advance payment in cash in the event of repeated delays in payment.
7. nexum shall furthermore be entitled to discontinue the performance of services if the Contract Partner has defaulted on settled agreed remuneration or a significant proportion of remuneration on two consecutive due dates. nexum shall notify the Contract Partner 48 hours prior to discontinuing with the performance of services. nexum shall resume performance of a service subsequent to payment of overdue amounts. The Contract Partner shall remain obliged to make payment of the agreed remuneration; this shall also apply for the period of inhibition;
8. Should, subsequent to the conclusion of a contract, the financial situation of the Contract Partner deteriorate significantly, so that nexum's entitlement to remuneration appears to be at risk, or should nexum, at no fault of its own, only become aware of such deterioration after the conclusion of a contract, nexum may refuse to perform services due until the respective amount of remuneration has been paid or until security has accordingly been provided.
9. The Contract Partner may only offset claims which are uncontested and awarded with legal effect and may only enforce entitlement to retention in terms of such claims.
10. nexum shall be entitled to assign remuneration payments due to third parties.

§ 7 - Time of Performance/Delivery/Acceptance

1. Due dates for the performance of services by nexum shall only be binding when expressly confirmed as such by nexum in writing and when the Contract Partner has met all the requirements for performing the service in time. Should nexum fail to comply with performance times, the Contract Partner shall initially specify an adequate extension period and notify nexum that it will repudiate the contract should this period expire without the desired result. The Contract Partner may withdraw from the respective contract subsequent to expiry of this extension period. Other claims are

excluded provided they are not affected by § 13 (limitations to liability).

2. Contract services owing are to be accepted by the Contract Partner subsequent to being made available. The Contract Partner is obliged to make partial acceptances of economically separable parts. Insignificant deviations from contractual provisions shall not entitle the Contract Partner to refuse acceptance.
3. Acceptance shall be made promptly by means of a written declaration of acceptance, but at the latest within ten working days. The declaration of acceptance shall be considered to have been submitted if not refused in writing by the Contract Partner within ten working days on indication of the reasons, in which context nexum shall specifically refer to this legal consequence when making the service available.

§ 8 - Legal Rights

1. Entitlements to the contract performance which are not expressly granted to the Contract Partner shall all remain with nexum or any third party holding such rights.
2. Mandatory rights to be granted to the Contract Partner for the purpose of fulfilment of its contractual obligations are regulated as follows and in individual contracts.
3. Unless another agreement has been reached in an individual contract, nexum shall grant the Contract Partner the non-exclusive right to use (i) the services which constitute the subject matter of this agreement, also covering the extent at which these services are patentable and/or protected by copyright and (ii) all the relevant information for its own commercial purpose within the European Union. This shall not entitle the Contract Partner to grant sub-licences. This includes the handing over of the object code, but excludes the handing over of the source code, for programs produced for the Contract Partner by nexum in execution of the contract.
4. The source code may be agreed in individual contracts in exceptional cases.
5. In exceptional cases it may be agreed in individual contracts that the Contract Partner be assigned the aforesaid rights specified in Provisions 3 and 4, namely rights to the exclusive use of results newly developed for a specific project or application by nexum for the Contract Partner within the scope of a project contract. Insofar as such results are developed from software modules already available at nexum prior to the commencement of development in accordance with this contract, the exclusive legal rights of the Contract Party shall only cover the amendments or adjustments made and not the underlying module. Exclusive legal rights of the Contract Partner, also including project-related and application-specific software components shall furthermore under no circumstances include underlying algorithms and technical software procedures.
6. The assignment of all legal rights does not include programming devices and tools in the form of compilers, etc. used by nexum for translating the source code and for generating the object code. The Contract Partner is aware that in the event that it wishes to develop the program independently on termination of the contract, it will need to acquire legal rights to the aforesaid tools or to comparable suitable tools insofar as it is not already in possession of aforesaid legal rights.
7. The Contract Partner shall be obliged to reproduce copyrights and all the other registered trade marks contained in the original onto copies and onto each data medium produced by the Contract Party. This also applies for registration numbers.
8. None of the contractual services are intended for use in medical, military, nuclear or other areas relevant to safety. Use in such areas requires the prior written approval of nexum.
9. The Contract Partner may not rent out, lend or make available contractual services to third parties for pecuniary reward within the scope of IT services or time-sharing agreements or for temporary use; it may not use or allow said services to be used for the benefit of third parties. The Contract Partner may only assign legal rights granted to it if
 - it notifies nexum accordingly in writing in advance,
 - the receiver of an assignment of rights recognises in writing the provisions relating to the granting of said rights as being binding for the receiver and
 - the Contract Partner does not retain any copies of the results and
 - nexum approves of assignment in writing. nexum may not

wilfully refuse approval. nexum may, for example, only object to assignment if the receiver of assignment is in competition with nexum or if assignment were to result in a violation of export regulations.

§ 9 - Warranty

Services contracted shall be performed with the diligence of a prudent businessman; no warranty is assumed for such services in all other respects. The following regulations shall apply for any other service:

1. nexum shall guarantee that services are developed, installed and set up in accordance with the provisions of the contract and with the current state of the art. The current state of the art does not mean that each individual component complies with the latest state of the art; instead it is sufficient if the combination of components constituting the subject matter of the contract has proved to be reliable in use and in itself guarantees the vital operation of business conducted by the Contract Partner. nexum advertising messages do not constitute any contractual information on quality.
2. Deviations which only insignificantly impair the use of the service shall not lead to claims for damage.
3. Various online web browsers and email software programs shall be used for accessing content and for sending electronic communications (emails). To this purpose extremely different types of hardware shall also be used as a base for different operating systems. In the absence of uniform standards, the appearance of the website may deviate in individual cases from the usual appearance specified by the parties to the contract, notably in terms of colour reproduction and due to the fact that the screens used by users vary in size. nexum cannot assume any warranty for such isolated deviations.
4. Furthermore, no warranty shall be assumed for defects caused by unauthorised alterations made by the Contract Partner, its staff or vicarious agents or other third parties not associated with nexum. This exclusion of warranty shall in particular apply in the event that the Contract Partner, its employees or vicarious agents or other third parties
 - use, service or install contractual products improperly, e.g. when such products are operated on a system configuration which has not been authorised by nexum or are subject to conditions which do not comply with the environmental or operational conditions specified in nexum documentation or
 - modify, extend or combine contractual products with other programs without the approval of nexum.
5. The Contract Partner shall notify nexum immediately in writing of the occurrence of any defects after inspection and acceptance. In this case the Contract Partner shall provide nexum with a precise description of the defects and shall enclose all the available information (e.g. form and error messages) in order to enable nexum to reproduce the defect for the purpose of rectification.
6. The Contract Partner shall be entitled to claim supplementary performance from nexum in the event of considerable defects. This shall require that the Contract Partner requests supplementary performance from nexum in writing and gives nexum a reasonable amount of time to rectify the defect or defects. In this case nexum shall have the option of rectifying the defect or defects without undue delay or of performing the work again.
7. In the event that supplementary performance fails, the Contract Partner shall be entitled to reduce (cut) the remuneration agreed in accordance with impaired use, to withdraw from the contract, to claim compensation in accordance with the provisions and the scope of § 13 or to claim reimbursement of monies spent in vain. The Contract Partner shall allow nexum to make two consecutive attempts at remedying the defect or defects in each case, unless a renewed wait is no longer reasonable for the Contract Partner after one failed attempt.
8. Insofar as the Contract Partner accepts the performance in awareness of a defect, it shall only be entitled to the aforesaid rights to supplementary performance, reduction and withdrawal in accordance with § 640 Paragraph 2 of the German Civil Code (BGB) if it has reserved these rights in writing on acceptance.
9. Unless otherwise agreed, the period of limitation for all claims for damage for the Contract Partner shall be one year. The period of limitation for contract services shall commence on acceptance or on acceptance of the respective partial performance and for other services under warranty on delivery. The period of limitation legally provided for shall be maintained in the event of warranty claims and/or entitlements as a result of wilful breaches of duty on the

part of nexum and/or claims for compensation due to defects.

10. Should nexum prove to the Contract Partner that alleged defects to services delivered by nexum and notified by the Contract Partner do not constitute defects, in particular that the services are specified in the underlying information of the Contract Partner in the specification or in other instructions of the Contract Partner, the Contract Partner shall be obliged to reimburse expenses incurred in connection with processing the defect in accordance with the valid nexum price list.
11. Claims for damage may only be assigned in conjunction with the authorised transfer of legal rights.

§ 10 - Infringement of Registered Design

1. Release

At its own expense, nexum will defend itself against claims asserted against the Contract Partner on the basis of the alleged violation of a patent, copyright, trademark, business secret or other property right of a third party through the use of a contract product in compliance with contractual provisions in the European Union through lawyers chosen by nexum for the Contract Partner and will adequately reimburse the Contract Partner with costs and indemnity amounts up to the limit specified in § 13 (Limitation of Liability) which are legally determined against the Contract Partner at such time and to the extent that

- (a) the Contract Partner notifies nexum immediately in writing of such a claim and
- (b) the Contract Partner permits nexum to exercise exclusive control over whether claims are averted or settled and
- (c) the Contract Partner makes all the relevant information and other adequate support available to nexum and
- (d) claims asserted by third parties are based on negligence by nexum.

2. Limited Rights

If violation of third-party property rights is enforced on the basis of a contract product or if nexum anticipates such enforcement, nexum may, at its own discretion, either

- (a) procure free of charge the continued legal rights to the contract product for the Contract Partner or
- (b) replace or modify the contract product in such a manner that third-party property rights are no longer violated and the functions are nevertheless essentially maintained.

If none of the aforesaid alternatives can be realised at reasonable commercial expense, nexum may reverse the execution of this contract in terms of the respective contract product; in this case nexum shall, against return of the contract product, reimburse the Contract Partner with remuneration paid accordingly less compensation for use for the period in which the contract product was used by the Contract Partner.

3. Exceptions

Obligations on the part of nexum in accordance with Provisions 1 and 2 above shall not apply when third-party claims are based on the fact that violations of property rights

- (a) are caused by modification to a contract product without the written approval of nexum or
- (b) are caused by the use of a contract product or parts thereof together with other products, processes or materials which are not nexum products, processes or materials and were not recommended or authorised by nexum or
- (c) are caused by the Contract Partner continuing with disputed injurious acts after having been informed of the enforcement of claims or after having been notified of modifications which would have prevented the alleged violation at reasonable expense and effort or
- (d) are caused by the use of a version other than the respective latest version of a contract product made available to the Contract Partner by nexum, unless the disputed violation would not have been avoided with the use of this latest version or
- (e) are caused by use of a contract product in contradiction to the provisions of this contract.

The Contract Partner shall in turn be obliged to exempt nexum from any losses and costs or to replace these losses and costs which nexum incurs as a result of one of the aforesaid circumstances and a resulting case of violation, unless the Contract Partner has not acted culpably.

§ 11 - Duty of Secrecy / Data Protection

1. The Parties to the Contract undertake to treat as confidential any information that becomes known to them in respect of services performed by them in executing contracts concluded subsequent to this agreement, in particular information concerning the business operation secrets of the respective other party and notably not to

utilise such information for its own purposes beyond the scope of intended use and not to pass such information on to third parties. Such information may only be passed on to employees requiring the respective information for the purpose of executing the contract provided that the respective employees have undertaken to observe the secrecy provision in a written confidentiality obligation.

2. The obligation to confidentiality shall be maintained for a period of two (2) years subsequent to completion of the contract execution and shall apply for all the employees of each party to the contract.
3. The obligation not to disclose confidential information does not cover information which (i) was known to the other Contract Party prior to the Contract Party receiving such information from the disclosing party or (ii) had already been made public through no fault of the receiving party or (iii) had been made legally accessible to the party receiving the information by a third party or the exclusion of a confidentiality obligation or (iv) was independently developed by the Contract Party receiving the information or (v) is required to be disclosed in accordance with legal provisions.
4. nexum may, with the prior approval of the Contract Partner, hand over or make available to third parties any written statements, in particular reports and recommendations relating to the subject matter of the contract and/or the Contract Partner; the Contract Partner shall not refuse approval without a pertinent justified reason.
5. nexum may name the Contract Partner as a reference customer, using the Contract Partner's company logo, as long as the Contract Partner makes productive use of a contract product.
6. The parties shall undertake to comply with relevant data protection regulations.

§ 12 - Non-Solicitation

1. The Contract Partner shall undertake not to actively poach employees of nexum.
2. In the event of violations during the term of the respective contract and up to twelve (12) months subsequent to termination, damages to the amount of EUR 75,000.00 (seventy-five thousand) shall become due payable to nexum for each violation. nexum shall also be entitled to terminate current contracts for exceptional reason irrespective of other claims.
3. Other contractual entitlements and any legal entitlements shall not be affected by payment of a contract penalty.

§ 13 - Limitations to Liability

1. nexum shall only be held liable for claims for compensation when it bears responsibility for the violation of an obligation relevant to the contract, when such violation jeopardises the achievement of the intended purpose of the contract and/or when proper execution of the contract is contingent on fulfilment of the obligation and when the Contract Partner may regularly rely on said fulfilment (cardinal duty) or if such claims for compensation result from gross negligence or wilful acts on the part of nexum.
2. In the event that nexum is liable for the violation of an obligation relevant to the contract in accordance with the aforesaid Provision 1 without the occurrence of gross negligence or a wilful act, full liability on the part of nexum shall be limited to such claims for compensation and in this connection an amount of loss which nexum would typically have anticipated on concluding the contract on the basis of circumstances known to nexum at the time of the violation. Liability in terms of the amount is in this case limited to remuneration for the respective service at the most:
 - in the case of single payments to the amount of these and
 - for regular payments to the amount of annual remuneration.
3. If conditions specified in Provision 2 prevail, liability for consequential damage and loss of profits shall be excluded.
4. In accordance with the aforesaid Provision 1, nexum shall bear unlimited liability only for gross negligence on the parts of its legal representatives and/or senior executives and/or for wilful acts. nexum shall only be held liable for gross negligence on the part of other vicarious agents to the extent and in accordance with liability for simple negligence as specified in Provision 2.
5. nexum shall also be held liable for losses of data within the scope of this § 13. Liability on the part of nexum for such damage shall not apply insofar as it is based on the fact that the Contract Partner does not dispose of any adequate provision against losses of data, in particular through producing backup copies of all the programs and data. Backup copies are to be made at standard intervals in the Contract Partner's field of activity, but at least once a day.
6. nexum shall not be responsible for the content of data stored or the Contract Partner's stored contents. nexum shall likewise not be

held liable for losses incurred by the Contract Partner due to modifications to stored data made by the Contract Partner itself or by other Internet users. The Contract Partner shall be obliged to regularly check data stored (with respect to the data of the Contract Partner) in terms of accuracy and legitimacy; such checks are to be carried out at least every two weeks. nexum will not verify such data.

7. nexum shall furthermore not be held liable for damage of any kind resulting from the circumvention of password protection and similar protective functions (including firewall systems) against unauthorised access by means of "hacking" in servers used by the customer. nexum and the customer have both informed one another that a binding guarantee relating to the reliability of protective functions is not possible due to the numerous possibilities for unauthorised third parties to exercise an influence in the Internet and with the help of the Internet.
8. nexum shall not be held liable for legal contracts concluded between the Contract Partner and a third party who have made contact as a result of the website which is the subject matter of the contract or if such contracts can be evidenced. nexum shall not be held responsible for the legal validity of any general terms and conditions of business which the Contract Partner wishes to employ for third parties and which are included in the website constituting the subject matter of the contract and nor shall it be held liable for the valid inclusion of these in the contract concluded between the Contract Partner and its customer. nexum shall furthermore give no guarantee that data entered by the customer of the Contract Partner for the purpose of placing orders, e.g. by entering it into the input masks developed solely for this purpose, is correct or is correct and unaltered on being transferred to the Contract Partner. Paragraphs 1, 2 and 3 shall apply in particular when the development of an online shop is included in the subject matter of the contractual website. Orders placed by third parties and received by the Contract Partner through the website constituting the subject matter of the contract shall be processed by the Contract Partner solely at its own risk.
9. Exclusion of limitation to liability for damage in accordance with the aforesaid sub-titles shall also apply for any claims against employees or parties contracted by nexum.
10. Claims for compensation shall expire at the latest one year subsequent to the Contract Partner being notified of the harmful occurrence.
11. Irrespective of the above, nexum shall retain liability for wilful acts in accordance with the German Product Liability Act (Produkthaftungsgesetz), due to failure to conform with agreed and/or guaranteed properties, warranties in terms of § 443 of the German Civil Code (BGB) and/or § 639 of the German Civil Code and/or losses resulting from injury to life, body and health.

§ 14 - Term of the Contract and Termination

1. Unless otherwise agreed in individual contracts, contracts shall enter into force on the date specified in the contract. The date of the latest signature shall apply if there is no such agreement. Contracts shall be terminated on the agreed final date and in the event that no such agreement has been reached on execution or acceptance.
2. Continuous obligations may be terminated in accordance with statutory periods.
3. The parties are entitled to terminate contracts for good reason.
4. Services provided free of charge by nexum may be discontinued without advance notice at any time. This shall not give rise to any entitlement to price reduction, reimbursement or compensation.
5. On termination of the contract the Contract Partner shall be entitled to claim possession of its stored data from nexum. Stored data to be handed over shall be copied onto a suitable data medium which is delivered to the Contract Partner. After the data medium has been handed over and accepted by the Contract Partner, nexum shall be entitled to claim reimbursement of documented material costs.

§ 15 - Credit Assessment

nexum retains the right to work together with credit reporting agencies and credit insurers. nexum shall give the addresses of these companies to the Contract Partner on request. Data may be transferred to these companies when a contract is applied for, commenced and terminated and information on the Contract Partner may be procured from them. nexum may also provide data to the companies on the basis of non-contractual execution. The companies store this data in order to be able to give information to cooperating companies for the purpose of

assessing the credit rating of contract partners or the address of the Contract Partner to ascertain debtors.

§ 16 - Miscellaneous

1. **Applicable law:** Contracts concluded hereafter shall be subject to German law on the exclusion of any further reference to foreign law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
2. **Place of Delivery and Jurisdiction:** The place of delivery is Cologne, Federal Republic of Germany. The exclusive place of jurisdiction for disputes arising from and in conjunction with contracts including actions on dishonoured checks and bills if the Client is a merchant, a body corporate or public separate property shall be Cologne, Germany. This shall not apply for debt recovery proceedings. Each party shall also retain the right to institute legal proceedings at the registered office or general place of jurisdiction of the respective other Contract Party.
3. **Assignment:** The Contract Partner may not assign rights and obligations in accordance with a contract to third parties without the prior written approval of nexum. This shall not apply insofar as assignment is expressly authorised in a contract.
4. **Legal succession:** Obligations arising from contracts concluded on the basis of these General Terms and Conditions of Business are also binding for the legal successors of each Contract Party.
5. **Full agreement and amendments:** No agreements are made in addition to those included in a contract. The provisions of a contract may only be amended in writing; a written text in accordance with § 126 b of the German Civil Code is not sufficient. This shall also apply

for waivers to this requirement of a written form. Replacing the written form with an electronic form is not permissible in this case.

6. **Execution of contract by third parties:** nexum shall be entitled to involve third parties for the purpose of fulfilling its obligations relating to contracts concluded hereafter, including companies associated with nexum in terms of §§ 15 ff. of the German Companies Act (AktG).
7. **Severability:** The validity and enforceability of the remaining provisions of these General Terms and Conditions of Business or the relevant contract shall remain unaffected if a provision of these General Terms and Conditions of Business or a contract subsequently concluded proves to be invalid or unenforceable in part or as a whole.
8. **Force majeure:** With the exception of the obligation to make payment, each party shall be exempted from the fulfilment of contractual obligations based on contracts concluded hereafter for as long as this is not possible as a result of force majeure. Force majeure notably includes strikes, legal lockouts, fire, floods, regulatory measures, default or failure to fulfil on the part of suppliers, earthquakes, breakdowns and faults in the communication networks and gateways of other operators or other circumstances which are not the responsibility of the respective party willing to perform a service.