GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

TRENZ GmbH runs online portals where subscriptions electronic products can be purchased. For all orders which are placed via these online portals and for all our deliveries and services the General Terms and Conditions (AGB) shall be valid, unless otherwise agreed. Any deviating agreements before a contract is concluded or when the contract is concluded must be made in written form.

§ 1 CONTRACTING PARTNERS

- The customer's contracting partner is TRENZ GmbH (hereafter referred to as TRENZ), Neidenburger Str. 14, D-28207 Bremen (Germany), represented by the board, Frank Diegel and Stefan Gerdts.
- 2. The notification and the debt collection procedure shall be carried out on behalf of TRENZ, Neidenburger Str. 14, 28207 Bremen.

§ 2 CONTRACT

The contract is concluded, if the customer orders the product on a website by TRENZ or via TRENZ's online portal, or if the customers registers (offer), and TRENZ sends the product to the customer, activates the customer's access, makes the download available or sends a link with a confirmation to the customer (acceptance).

§ 3 REVOCATION RIGHT FOR PRIVATE CUSTOMERS/CONSUMERS FOR GOODS DELIVERIES Revocation Instruction

You have the right to withdraw from this contract within a period of 14 days without giving reasons. The right of revocation is 14 days and begins earliest upon receipt of the goods by you or by a third party designated by you, and who is not carrier of the goods. In order to exercise the right of withdrawal, an unequivocal declaration of withdrawal has to be sent in written form to TRENZ GmbH, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag in written form (this can be a letter sent by postal mail, a fax or an e-mail) in order to inform us about your decision to cancel this order. You can use the enclosed sample form, however, this is not mandatory. In order to comply with the period of withdrawal, it is sufficient to send the declaration of withdrawal before the withdrawal period has expired.

Consequences of Cancellation

If you cancel this contract, we will be obliged to refund all payments received by you, including delivery costs (except for any additional costs resulting from your decision to prefer a mode of delivery other than the cost-efficient standard delivery proposed by us) without delay and within a period of 14 days at the latest, and starting from the day when we have received your declaration of withdrawal. The refund will be effected by the same means of payment originally used by you for the transaction, unless otherwise expressly agreed. For the refund no costs arise for you. We are allowed to withhold the reimbursement until the goods have been returned to us or you have provided evidence that you have returned the goods, whichever is the earliest. You have to return the goods without delay and within a period of 14 days at the latest, starting from the date of the revocation declaration. In order to meet this deadline, you have to return the goods before the period of 14 days has expired. You have to bear the direct costs of returning the goods. You will be only liable for possible losses in value if any potential loss in value can be attributed to improper handling of the goods through your fault upon checking the condition, the properties and functionality of goods.

In order to cancel the contract, please fill out this form and return it to:

TRENZ GmbH, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag

We hereby give notice that I/we cancel the contract which has been concluded by me/us for the purchase of the following goods/for the supply of the following services:

Ordered on (*) /received on (*)
Name of customer(s)	
Address of customer(s)	
Signature of customer(s) (only if notified on paper)	

Date and place

(*) Delete as applicable

§ 4 REVOCATION RIGHT FOR PRIVATE CUSTOMERS/CONSUMERS FOR DELIVERY OF DIGITAL CONTENTS WHICH ARE NOT SUPPLIED ON A PHYSICAL DATA MEDIUM

Revocation Instruction:

You have the right to withdraw from this contract within a period of 14 days without giving reasons. The right of revocation is 14 days and begins earliest upon conclusion of the contract. In order to exercise the right of withdrawal, an unequivocal declaration of withdrawal has to be sent to TRENZ GmbH, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag in written form (this can be a letter sent by postal mail, a fax or an e-mail) in order to inform us about your decision to cancel this order. You can use the enclosed sample form, however, this is not mandatory. In order to comply with the period of withdrawal, it is sufficient to send the declaration of withdrawal before the withdrawal period has expired.

If you cancel this contract, we will be obliged to refund all payments received by you, including delivery costs (except for any additional costs resulting from your decision to prefer a mode of delivery other than the cost-efficient standard delivery proposed by us) without delay and within a period of 14 days at the latest, and starting from the day when we have received your declaration of withdrawal. The refund will be effected by the same means of payment originally used by you for the transaction, unless otherwise expressly agreed. For the refund no costs arise for you.

Special Notes

Ordered on (

The right of cancellation does not apply to:

Consequences of Cancellation

- The delivery of goods which are not prefabricated and for whose production an individual selection or provision on the part of the consumer is significant, or which are clearly customized according to the individual requirements of the consumer.
- 2. The delivery of audio- or video recordings or computer software in a sealed package when the package has been removed after delivery.
- 3. We would like to point out that the purchase of an e-book or the purchase of an audio file will be conditional on the exclusion of the right of withdrawal. The customer agrees upon conclusion of the ordering process that the right of withdrawal is not applicable for any purchase of an e-book or an audio file with an immediate download option.
- 4. The customer is not entitled to withdraw from the contract when he has downloaded via the internet or any other form of electronic communication the software or any other digital products which have been made available to him under a licensing model

In order to cancel the contract, please fill out this form and return it to:

TRENZ GmbH, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.aq

We hereby give notice that I/we cancel the contract which has been concluded by me/us for the purchase of the following goods/for the supply of the following services:

*) /received on (

// // // // // // // // // // // // //
Name of customer(s)
Address of customer(s)
Signature of customer(s) (only if notified on paper)
Date and place

§ 5 SPECIAL CONDITIONS FOR SUBSCRIPTION PRODUCTS

- ${\mbox{1.TRENZ}}$ publications can be subscribed as described in the following:
 - a) Basic Subscription Digital

(*) Delete as applicable

The basic subscription includes a personalized digital user license.

b) Additional Digital User License for Legal Entities

Companies and institutions (legal entities) may acquire additional digital user licenses, if at least one basic subscription (standard or digital) exists at the business location or at any economically autonomous subsidiary of the corporate organization to which the licensed user belongs.

- 2. A digital user license includes the following components:
 - a) An individual access to the protected pages of the website will be provided for the individual user.
 - b) The delivery of a regularly published editorial product newsletter, which will be sent by e-mail to the direct e-mail address of the user, which has been notified by the customer. (The editorial product newsletter is not available for every publication).
- 3.A digital user license is a personalized license. Hence it follows that only one individual user is allowed to use the components mentioned in §5 (2). The delivery of digital contents to anonymous recipients, e-mail addresses or multidrop mailboxes is excluded.
- 4.In the event that the number of users is changed during the term of the contract, TRENZ has to be notified about any change or the subsequent registration of any additional user immediately.

GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

§ 6 SPECIAL CONDITIONS FOR SOFTWARE AND DATABASE LICENCES AND OTHER LICENSED PRODUCTS

- Software and database products as well as digital products made available with license models can be licensed as follows:
 - Single User License

The single user license entitles the individual user to use the provided product within the scope of the granted rights of use for himself/herself. A single user license is a personalized license and any transfer of access to the product to a non-licensed third party is prohibited.

- Multi User License

A multi user license entitles a number of licensed users, which are stipulated in the respective order between customer and TRENZ to use the provided product within the scope of the granted rights of use. The user licenses are personalized licenses and any transfer of access to the product to a non-licensed third party is prohibited.

- Enterprise License

An enterprise license entitles the customer to transfer the digital access to the product within his or her own legally autonomous organization within the agreed scope. Any transfer of access to the product to third parties outside of the customer's legally autonomous organization is prohibited.

- 2. The customer and his/her authorized and licensed users shall receive the simple, non-exclusive and non-transferrable right of use within the framework of the licensed scope of delivery and performance and according to the provisions provided hereinafter. This does not include the rights acquisition of the contents.
- 3. Online services (e.g. Databases) are continuously available to the licensed user. The availability of online services may be temporarily impaired due to technical reasons, e.g. routinely or necessary maintenance operations. If TRENZ's database server breaks down for a considerable time during business hours, the customer will be entitled to a reduction of costs.
- 4. In order to get access to the online services the customer's licensed users shall receive (a) unique identification code(s) and the customer is committed to maintaining confidentiality in this regard and to prevent malpractice. In addition to that, the customer ensures that also his or her licensed users observe this obligation. If the customer becomes aware or suspects any misuse, the customer is obliged to inform TRENZ about this without delay. In the event of misuse TRENZ is entitled to block the access to the databases. The customer shall be liable for damages incurred by any misuse for which the customer is responsible.
- 5. The online connection for using the online services shall be initiated by the customer and shall be carried out at the customer's expense. The customer shall also bear the costs for the necessary end devices and telecommunication fees.

§ 7 TERM AND TERMINATION

The order for the subscription shall initially be valid for the duration of the period mentioned (contract period). The subscription agreement can be terminated by written cancellation with a notice period of six weeks by the end of the base period. If the cancellation is not communicated in a timely manner, the agreement will be prolonged by another year and can be terminated by the end of the new base period within a period of six weeks. The termination is only possible by means of a written cancellation. The address of TRENZ is the following: TRENZ GmbH, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag. In the case of explicitly limited subscriptions, the subscription ends with the contract period agreed upon.

§ 8 PRICES, DEBT COLLECTION AND PAYMENT TERMS

- 1. TRENZ shall be authorized to increase the currently valid subscription price reasonably, if the costs of TRENZ have increased since the last price notification. A price increase shall be notified in the subscription publication or in the digital edition. Regardless of the duration of the subscription the customer will be entitled to cancel the subscription, if the price is adjusted by more than 5%. The cancellation has to be communicated in written form and TRENZ must have received the written cancellation 10 days after initial billing of the new subscription price at the latest.
- 2. The monthly subscription price has to be understood plus value added tax.
- The subscription fees for the subscription are due in advance on the first business day of the delivery period/base period. The base period is the calendar year.
- Invoice amounts for books or book-like products (e.g. e-books, downloads etc.) will be due for immediate payment upon receipt of the invoice resp. the order confirmation.

§ 9 RESERVATION OF PROPRIETERY RIGHTS

TRENZ retains title of ownership to the products until the final and complete payment of the agreed purchase price including the respective delivery and distribution costs.

§ 10 COPYRIGHT LAW/USE OF COPYRIGHT

- 1. The contents supplied by TRENZ are protected by copyright law. TRENZ grants the customer, resp. the respective employees authorized by the digital user license, the right to save the supplied contents, to read and, if technically possible to print the contents for own purposes.
- It is expressly prohibited to reproduce the contents digitally or to transfer the contents to third parties (this also applies to employees without a personalized user license), as long as the barrier of copyright law § 44 a UrhG (temporary reproduction

act which constitutes only an integral and essential part of the technical procedure, and the sole of which is regulated in copyright law § 44 a UrhG) does not apply.

3. TRENZ will take the necessary precautions according to copyright law § 95 a UrhG and label the supplied PDF documents with an individual watermark consisting of personalized details of the respective licensed user. In addition, TRENZ will check the number of link retrievals on a random basis.

TRENZ reserves the right to take further protective measures according to copyright law § 95 a UrhG in order to prevent violations, to prove any violations and to initiate criminal and civil proceedings if the restrictions of use, which are governed here, are violated and/or circumvented.

§ 11 WARRANTY

The statutory rules for warranty claims shall apply and shall be altered according to the following conditions:

Defect notification

The customer has to notify TRENZ about any defects in written form without delay. If the customer is a merchant, he will have to prove that he has duly met his inspection and reproof obligations according to Commercial Code § 377 (HGB) and that obvious defects have been reported upon the receipt of goods without any delay within 7 days at the latest, and that hidden defects have been reported in written form within 7 days after discovery at the latest. If this report does not happen, the delivery is considered to be accepted and executed according to the contract. For goods supplied by TRENZ the warranty period shall be 12 months as of the delivery of the goods to the customer, unless the defect has been fraudulently concealed or a quality warranty applies.

TRENZ is not liable for line faults in the internet, for faults inherent in the systems of other providers or network operators, and warranty will only apply if their systems are available within the periods agreed upon. TRENZ retains the right to interrupt business operations temporarily for maintenance purposes.

§ 12 LIABILITY

TRENZ accepts unlimited liability for damages caused by intent and gross negligence. With regard to liability for slightly negligent breaches of duty, which infringes a major duty of the contract, or whose fulfillment is a precondition for the proper fulfillment of the contract and whose abidance the customer constantly trusts (in the following: cardinal duty), the liability is limited to foreseeable damage typical of the contract. TRENZ shall not be liable for a slightly negligent breach of secondary obligations, which are no cardinal duties.

§ 13 DATA PROTECTION

Any personal data of the customer will be treated confidentially. Please note our privacy statement.

§ 16 ADDRESS

Contractual partner for the offerings on the website is:

TRENZ GmbH Neidenburger Str. 14 D-28207 Bremen

Germany

Tel.: +49-421-595 890 Phone: +49-421-595 999 E-mail: info@trenz.ag Manager: Frank Diegel

Register Court: Local Court of Bremen, HRB 33764

§ 17 MISCELLANEOUS/RIGHT OF MODIFICATION

The invalidity of an individual provision of this contract does not affect the validity of the agreement in total. The contractual partners already now agree that the entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.

TRENZ reserves the right to change the general terms and conditions for justified reasons, e.g. technical developments, legislative changes or other similar reasons. The user declares that he agrees to receive information about any changes in these general terms and conditions regarding the subscription either on the homepage of the respective portals, in written form by typographic highlighting of the modifications, or by e-mail. The alterations are considered approved by the user, unless an objection is issued within for weeks after notification of the modification or after receipt of the modification notice. If the customer opposes, the contracts regarding the offers of TRENZ can be cancelled in due time.

The law of the Federal Republic of Germany shall apply with the exclusion of the UN Sales Law and without the regulations of the international private law. If the customer is consumer, the law at the end-user's place of residence can be applied when it comes to compelling consumer provisions.

We are not willing nor obligated to submit to an "out-of- court consumer arbitration litigation" concerning consumer dispute settlement proceedings.



APPENDIX DATA PROCESSING AGREEMENT ("DPA")

1. BACKGROUND AND PURPOSE

- 1.1 The service and/or product supplier ("Processor") and Client group company ("Controller") have concluded a supply agreement regarding certain services and/or products provided to the Controller by the Processor ("Agreement"). For the purposes of fulfilling the obligations under the Agreement, the Processor has access to or is otherwise processing the Controller's data relating to an identifiable natural person(s) ("Personal Data") on behalf of the Controller. This DPA sets out the terms and conditions for the processing of Personal Data under the Agreement and is an integral part of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this DPA, this DPA shall prevail.
- 1.2 If the Processor is also providing services and/or products under the Agreement to the Controller's affiliates, or otherwise gains access to the affiliates' data relating to identifiable natural person(s) for the purposes of fulfilling the Agreement, such data shall be regarded as Personal Data and this DPA shall be applicable to the Processor's processing of such Personal Data. The affiliates have the same rights and obligations as the Controller under this DPA.
- 1.3 If the Controller is also purchasing services and/or products under the Agreement from the Processor's affiliates, or the Processor's affiliates otherwise gain access to the Controller's or its affiliates' data relating to identifiable natural person(s) for the purposes of fulfilling the Agreement, such data shall be regarded as Personal Data and this DPA shall be applicable to the Processor's affiliates' processing of such Personal Data. The Processors' affiliates have the same rights and obligations as the Processor under this DPA.
- 1.4 Any reference made to data protection regulation in this DPA shall be understood to include the EU General Data Protection Regulation (2016/679) ("GDPR") starting 25 May 2018.
- 2 RIGHTS AND RESPONSIBILITIES OF THE PARTIES
- 2.1 The Controller shall
- (a) process the Personal Data in compliance with applicable data protection regulation and good data processing practice;
- (b) be entitled to give documented instructions to the Processor on the processing of Personal Data. Instructions shall be in accordance with the applicable data protections regulation and binding on the Processor unless in contradiction with the applicable law;
- (c) retain control, authority and title as well as all proprietary and intellectual property rights and other rights, howsoever arising, to Personal Data.
- (d) have the right and obligation to specify the purpose and means of processing of Personal Data and ensure that all the data subjects of the Personal Data have been provided with all appropriate notices and information;
- (e) establish and maintain for the relevant term the necessary legal grounds for transferring the Personal Data to the Processor and allowing the Processor to perform the processing contemplated hereunder; and
- (f) ensure that if the Controller represents its affiliates or third parties under this DPA, it has the legal grounds to enter into this DPA with the Processor and allowing Processor to process the Personal Data according to the terms of this DPA and the Agreement.
- 2.2 The Processor shall
- (a) process Personal Data with all due care and skill, diligence and prudence, in a professional manner in accordance with good data processing practices and high professional standards and in compliance with data protection regulation applicable to the Processor;
- (b) process the Personal Data on documented instructions from the Controller, unless required to do otherwise by law to which the Processor is subject to. In such case, the Processor shall immediately inform the Controller of such requirement under law before processing of the Personal Data, unless the law prohibits such notification;
- (c) implement appropriate technical and organisational measures to protect Personal Data. Such measures include, inter alia as appropriate:



- (i) measures agreed between the parties in the Agreement;
- (ii) the pseudonymisation and encryption of the Personal Data as agreed between the parties;
- (iii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (iv) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and
- (v) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

The Processor shall provide the Controller with more detailed information of the security measures taken for the applicable processing by the Processor under this DPA on Controller's request;

- (d) be entitled to use subcontractors for processing of the Personal Data after notifying the Controller of the use of such subcontractors. The Controller is entitled to prohibit a use of a specific subcontractor for justified reason. In order to avoid any adverse effects to the provision of the services and/or products under the Agreement, the Controller shall give the Processor a reasonable time to find a replacing subcontractor. The Processor shall be at all times responsible for the subcontractors' obligations as for its own and shall enter into similar contractual obligations with its subcontractors as provided in this DPA. For the avoidance of doubt, the Processor's affiliates are regarded as subcontractors for the purposes of this DPA;
- (e) assist the Controller in fulfilment of the Controller's obligations (including but without limitation, to respond to requests for exercising the data subject's rights), as reasonably may be expected from a party in the role of a data processor and only in respect of the processing by Processor under the Agreement;
- (f) upon termination of this DPA immediately stop active use of the Personal Data and either destroy or return all Personal Data, as requested by the Controller and destroy all copies thereof, unless otherwise required by law;
- (g) document the procedures in relation to the processing of Personal Data by the Processor itself and its subcontractors and make available to the Controller all information necessary and reasonable to demonstrate compliance with the Processor's obligations set out in this DPA and in the applicable data protection regulation, and allow for and contribute to audits, including inspections, conducted by the Controller and/or a third party auditor appointed by the Controller in order to verify compliance of the Processor with the DPA and especially with the technical and organizational security measures required to be implemented; and
- (h) in the event of an audit request from a supervisory authority, assist the Controller in answering the request and organizing the audit.
- 2.3. Each party shall bear its own costs in connection with an audit up to one (1) audit per contractual year. Regarding any further audits during the same contractual year, the Controller shall bear the costs. Notwithstanding to what has been said above in this Clause, each party shall always bear its own costs in relation to audits initiated by a competent supervisory authority. If any audit reveals that the Processor has materially breached this DPA, relevant provisions of the Agreement and/or data protection regulation applicable to the Processor, the Processor shall bear all costs of the respective audit.

3 NATURE, PURPOSE AND CATEGORIES

The nature and purpose of data processing are defined in the Agreement. Parties shall in co-operation compile and update, as necessary, a list of the categories of Personal Data and thereto related data subjects. The Processor shall provide initial list to the Controller after signing this agreement.

4 PERSONAL DATA BREACHES

- 4.1 In case Personal Data is accidentally, unlawfully or without proper authorization destroyed, lost, altered, disclosed or accessed, or the confidentiality or integrity of the Personal Data is endangered by any other event ("Personal Data Breach"), the Processor shall, without undue delay after having become aware of the Personal Data Breach, notify the Controller of the Personal Data Breach in writing.
- 4.2 The notification must, to the extent such information is available to the Processor: (i) describe the nature of the Personal Data Breach including the categories and number of data subjects concerned and the categories and number of data records concerned; (ii) communicate the identity and contact details of the data protection officer or other contact



point where more information can be obtained; (iii) recommend measures to mitigate the possible adverse effects of the Personal Data Breach; (iv) describe the consequences and potential risk to the data subjects due to the Personal Data Breach; (v) describe the measures proposed or taken by the Processor to address the Personal Data Breach; and (v) any other information reasonably required in order for the Controller to comply with its own data protection requirements, including duties of notification and disclosure in relation to public authorities.

- 4.3 The Processor shall supplement the notification described above in Clause 4.2 whenever it becomes aware of details surrounding the Personal Data Breach not mentioned in the original notification. The Parties may agree on a more detailed breach notification process in separate.
- 4.4 The Processor shall document Personal Data Breaches, comprising the facts surrounding the breach, its effects and the remedial actions taken. This Documentation must enable the supervisory authority to verify compliance with this Clause. The Documentation will only include information necessary for such purpose.

5 CONFIDENTIALITY

The confidentiality obligations of the Agreement shall also be applied to Personal Data. The Processor shall ensure that all of its personnel having access to the Personal Data are bound by corresponding confidentiality obligations.

6 TRANSFERS OF PERSONAL DATA

6.1 The Processor shall not transfer Personal Data outside of the EU/EEA without the prior written consent of the Controller. If the Controller gives such consent, the Processor shall be obliged to implement applicable safeguards to ensure a high level of data protection in such transfers, e.g. European Commission's Standard Contractual Clauses, as requested and instructed by the Controller.

7 LIABILITY

Notwithstanding any limitations of liability in the Agreement, the Data Processor shall, at its own expense, defend, indemnify and hold the Data Controller and its affiliates harmless against any and all loss, cost and/or damage incurred by the Data Controller or by affiliates resulting from the Data Processor's breach of this DPA or the work of its subcontractors.

8 TERM AND TERMINATION

- 8.1 This DPA shall remain in force for the term of the Agreement. This DPA shall automatically terminate upon any termination or expiration of the Agreement.
- 8.2 If the Processor materially breaches its obligations under this DPA and fails to remedy such breach within thirty (30) days from the Controller's notification of the breach to the Processor, or within thirty (30) days from the date when the Processor should have noticed the breach, the Controller shall have the right to terminate with immediate effect any and all services and other agreements which the breach affects or relates to.
- 8.3 Termination or expiration of this DPA shall not discharge the Processor from its confidentiality or other obligations pursuant to the Agreement and the Processor agrees to, even after the termination or expiry of this DPA, to perform any and all of its legal obligations as the Processor and to assist the Controller in its performance of its legal obligations pursuant to the applicable data protection regulation.
- 8.4 Any amendment to this DPA shall be in writing and shall have no effect before signed by duly authorised representatives of both Parties.