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GENERAL TERMS AND CONDITIONS (As at 07/2018)

Art. 1 –Scope of application

(1) Gingco Systems GmbH (hereinafter referred to as "Gingco Systems") shall provide all goods and services exclusively on the basis of these GTCs. The GTCs shall only apply if the Customer is an entrepreneur, a legal entity under public law, or a special fund under public law within the meaning of art. 310 (1) of the German Civil Code (BGB).

(2) The GTCs of Gingco Systems shall apply exclusively. Gingco Systems shall only acknowledge terms and conditions of the Customer that differ in part or in full from these GTCs if agreed expressly and in writing. The GTCs of Gingco Systems shall apply even if Gingco Systems provides goods or services without any reservations despite being aware that the Customer's terms and conditions diverge.

(3) These GTCs shall also apply to future business transactions between the Parties insofar as these involve legal transactions of a similar nature.

(4) Gingco Systems is authorised at all times to amend or supplement these GTCs subject to notice of six weeks prior to the envisaged entry-into-force date. If the Customer does not object to the amended terms within two weeks of receipt of the change notification, at the latest however by the date on which the amendments are set to take effect, this shall be regarded as acceptance and the new GTCs shall come into force.

Art. 2 –Contract conclusion/term/termination

(1) The contract with the Customer comes into force upon acceptance of the Customer order by Gingco Systems. Acceptance of the order is confirmed to the Customer in writing or by email. Gingco Systems may make provisions, by derogation from these GTCs, for contracts to also be concluded by way of electronic declarations of intent for certain lines of business in its offers.

(2) Individual service offers of Gingco Systems shall be made on the basis of information provided by the Customer about its computer system used at the time of contract conclusion, about planned changes to this system by the Customer, intended hardware and software enhancements, and/or

technical and functional aspects. The Customer bears the risk that the services offered on this basis correspond to their wishes and needs. If the Customer wishes to agree on binding obligations, this shall require an express written agreement with Gingco Systems.

(3) Gingco Systems is authorised to outsource orders or parts of orders to other companies. In these cases, Gingco Systems shall remain the creditor of any claims of remuneration. The selection of suitable subcontractors shall be at the discretion of Gingco Systems unless the Customer, expressly and in writing, has reserved the right to have their say in the matter.

(4) Unless another date has been agreed, the contract shall commence on the date of contract conclusion at the earliest and shall end upon complete provision of all contractual services.

(5) Where withdrawal or termination is permitted legally or under the contract, this shall require the written form.

Art. 3 –Delivery and service obligations

(1) Gingco Systems shall provide the goods and services owed under the contract within the contractually agreed deadlines. Delivery dates shall only be valid if they have been confirmed in writing or by email by Gingco Systems. Delivery deadlines shall be extended by the period in which Gingco Systems is prevented from providing the goods or services on time as a result of unforeseen circumstances and impediments, in particular force majeure, state measures, official intervention, or labour disputes not attributable to Gingco Systems. The same applies to the period in which Gingco Systems waits for the Customer to fulfil its obligations to cooperate, which are necessary for the goods or services.

(2) Gingco Systems is not responsible for any non-performance of or interruptions to the agreed goods and services (disruptions), which are caused by the fact that the Customer or third parties, whose actions can be attributed to the Customer, use or treat the goods or services in an improper manner. The same applies if the Customer uses its own hardware or software or other material in connection with the goods and services of Gingco Systems when such action is not expressly permitted by Gingco Systems and this causes the disruption. The same applies if the Customer does not participate in the analysis or elimination of the disruption by Gingco Systems to the extent required. For goods or services which require the Customer to use the Internet, Gingco Systems is responsible for the regularity of data traffic in the Gingco Systems network and such connection networks, for which Gingco Systems expressly assumes responsibility. The Customer accepts that Gingco Systems is not responsible for disruptions to goods or services that are caused by an impairment of data traffic on the Internet outside the sphere of influence of Gingco Systems as defined above.

(3) Gingco Systems is not required to install delivered programs unless expressly agreed in writing. Compatibility of delivered programs with the Customer's software and hardware is only required if expressly agreed in writing. Even if the installation is performed as such by Gingco Systems, similarly Gingco Systems shall not be obligated to make adjustments to the delivered software with respect to

existing programs at the Customer. Gingco Systems is responsible for the Customer's data, in particular the smooth operation of the website within the server and system environment of the provider. This also applies if the existing programs at the Customer were purchased by Gingco Systems. Other accompanying services of Gingco Systems, including user introduction and similar, shall only be considered contractual content if this has been expressly agreed in writing.

(4) If the shipment of products and/or work results has been agreed by Gingco Systems, the risk of accidental loss or accidental deterioration shall transfer to the Customer upon handover of the delivery items to the transportation company. If the items are delivered by Gingco Systems itself, the risk shall transfer to the Customer with the installation or handover. This also applies to partial deliveries and in such cases if a freight-free delivery has been agreed.

(5) If an agreement is in place regarding the availability of products and/or work results of Gingco Systems via the Internet, Gingco Systems shall ensure an annual average of 98.5% accessibility of its Internet web server. Excluded from this are periods in which the web server cannot be accessed via the Internet because of technical or other problems that lie outside the sphere of influence of Gingco Systems (force majeure, fault of third parties, etc.). The Customer agrees that Gingco Systems may temporarily block access of external computers or services to its infrastructure if such action is necessary to protect the infrastructure of the network operated by Gingco Systems or its customers against acute dangers, and the relevant danger situation is not the responsibility of Gingco Systems.

Art. 4 – Customer's obligations to cooperate

(1) The Customer shall provide Gingco Systems with all the information, data, system specifications, product details, and templates – deemed essential for the goods and services in accordance with the art. 2 and to be treated confidentially – within the agreed periods. It shall also carry out the necessary inspection and approval of the commissioned concepts and other work products. All documents handed over are and remain the property of the Customer. Where the Customer provides materials within the meaning of Section 1, it gives its assurance that it is authorised to hand over and use such materials. The Customer shall bear sole liability vis-à-vis third parties if a legal infringement of a third party nevertheless occurs as a result of order processing by Gingco Systems using the materials provided. If a claim is made against Gingco Systems due to such a legal infringement, the Customer shall, upon request, indemnify Gingco Systems against all claims or provide compensation for any costs already incurred.

(2) Unless specified otherwise in the contract, the Customer shall ensure the technical requirements and work conditions that are necessary to provide the goods and services of Gingco Systems at its own costs. It is responsible, in particular, for the provision of all connections, network equipment, and other tools, and shall ensure that these meet the current industry standards and the contractually agreed specifications.

(3) If the Customer fails to meet its obligations to cooperate, even after Gingco Systems has set a reasonable deadline, Gingco Systems shall be entitled at its own discretion to temporarily suspend its services, in part or in full, until the necessary cooperative action has been taken, or withdraw from the

contract. If a continuing obligation has been agreed under the contract, a right to terminate the contract without notice shall take the place of the right of withdrawal. As compensation, Gingco Systems can claim – depending on the pricing arrangement – either a percentage of the flat price based on the stage of order processing or all expenses incurred thus far plus any lost profits.

Art. 5 – Prices and terms of payment

(1) Payment for the goods and services of Gingco Systems can be made on a one-off basis and/or as part of ongoing remuneration (licence fees). Payment amounts and due dates are specified in the contract with the Customer. Here, the prices apply to the specified services for the usual scope and with the proviso that the order details on which the offer is based remain unchanged. Other circumstances that occur after the conclusion of the contract and that significantly influence the calculation basis in a manner that could not have been predicted and that are beyond the sphere of influence of Gingco Systems, entitle Gingco Systems to adjust the agreed price to an amount that only takes account of these circumstances. This applies in particular to price changes as a result of statutory modifications, official measures, salary increases, or material price increases in the processing suppliers. Additional work that was not apparent when the offer was submitted shall be charged at the applicable hourly rate. Additional expenses that result from subsequent changes to the order scope at the instigation of the Customer shall be charged to the Customer separately in accordance with the applicable price list of Gingco Systems. The prices do not contain any sales tax or value-added tax and are net prices, unless expressly specified that these prices are all-inclusive prices. The prices of Gingco Systems are applicable from its headquarters in Braunschweig. They do not include packaging, freight, postage, insurance, and other shipping costs in the event that shipping is necessary or agreed upon.

(2) In principle, invoices are due for payment by transfer to an account of Gingco Systems within 14 days of the invoice date without deductions. In principle, ongoing remuneration is due for payment in the same way on the contractually agreed periodic payment dates. Discounts are only granted if expressly agreed upon in writing.

(3) If the Customer defaults on a payment, Gingco Systems shall be entitled, without prejudice to its other legal rights, to charge default interest in the amount of 9 percentage points above the base interest rate per annum (art. 288 (2), 247 BGB).

(4) Where ongoing remuneration has been contractually agreed through the setting of a specific scope of use, remuneration shall not be reduced if the Customer does not utilise the agreed scope or does not utilise it in full. Gingco Systems shall communicate the extent of usage to the Customer in the case of usage-based remuneration and shall retain documents for verification of the utilised scope for a period of 90 days. The Customer can file a written objection to the correctness of usage-based billing within a period of two months following receipt of the statement; once this period has expired, it shall not be permitted to make any claims of a lower utilisation of the scope.

Art. 6 – Copyrights, licences, retention of title

(1) Gingco Systems shall grant the Customer – unless expressly agreed otherwise – a simple right of use, which is non-transferable and non-sub-licensable, to the goods and services provided for the term and to

the extent of the contract. With regard to the software created for the Customer, Gingco Systems shall only grant rights of use to the extent Gingco Systems itself has received rights of use to the software from third parties, unless Gingco Systems is the sole creator of the software. In the case of self-created software, Gingco Systems shall provide the Customer with the necessary user documentation. The granting of rights expressly does not include the source code of the software used; this shall not be released. The Customer is not authorised to use the proposals submitted in the offer and/or in the presentation stage, and indeed irrespective of whether or not they are protected by copyright. This also applies to any use in modified form or by third parties. Use of the goods and services beyond the standard scope, in particular processing/altering or granting of sublicences, is not permitted. The express written consent of Gingco Systems is required for the transfer of rights of use as well as the provision or reproduction of the goods and services of Gingco Systems vis-à-vis third parties.

(2) If Gingco Systems decides to use third-parties to complete the order or fulfil the contract, it shall acquire their copyrights for the Customer to the required extent and transfer them to the Customer to the same extent.

(3) Where Gingco Systems provides the Customer with patentable goods and services or licences within the scope of the performance of the contract, the Parties agree that, subject to an explicit agreement to the contrary in the contract or in the licence agreement, the industrial property rights and licences in the relationship between the Parties shall exclusively belong to Gingco Systems. This also applies to further additions, improvements, or modifications to the goods and services irrespective of whether these have been carried out with the involvement of the Customer.

(4) Rights of use in accordance with Section 1 shall only be granted upon full payment of the agreed remuneration.

(5) Gingco Systems gives assurances that no third-party rights will be violated through the exercise of the rights granted to the Customer under the contract for the use of goods and services of Gingco Systems. If third parties assert claims against the Customer that are based on an infringement of a third-party industrial property right through the contractual use of the goods or services provided to the Customer by Gingco Systems, the Customer shall notify Gingco Systems of this in writing immediately. Gingco Systems is obliged and authorised to defend the Customer against third-party claims at its own discretion and at its own costs or, in order to avert a legal dispute, to eliminate the allegation of infringement by modifying the service or by some other means.

(6) Where Gingco Systems has granted the Customer a temporary right of use for the programs or goods and services, or this right of use expires due to termination, the Customer shall return all data carriers with programs, any copies, and all written documentation and advertising aids to Gingco Systems. The Customer shall delete all saved programs, unless statutory retention periods apply, from its computer system. Furthermore, the Customer shall also return all other items and documents to Gingco Systems immediately, or no later than two weeks after the contract has ended, at its own costs and risk.

(7) The Customer shall take appropriate precautions (e.g. secrecy of passwords) to ensure that third parties are prevented from using the goods and services provided by Gingco Systems in the above sense. If the Customer violates this obligation, Gingco Systems shall be entitled at its own discretion to temporarily suspend the services in part or in full with immediate effect or to terminate the contractual relationship without notice. (8) Ownership of the delivered work results and items shall be retained until full payment has been received.

Art. 7 – Warranty

(1) Gingco Systems shall be liable for the proper performance of the services it provides. Gingco Systems points out that, in line with current technical standards, temporary and minor faults in the software programs cannot be completely ruled out.

(2) The Customer must always check the contractual conformity of the services provided immediately upon receipt.

(3) Any complaints by the Customer must be submitted in writing within one week of receipt of the goods. Complaints concerning hidden defects that are not found during the initial immediate inspection can only be made against Gingco Systems within one year of receipt of the goods. If neither Contracting Party requests a formal acceptance, or if the acceptance date requested by one of the Parties does not occur due to a circumstance for which the Customer is responsible, the contractual performance of Gingco Systems shall be deemed accepted upon use by the Customer.

(4) In the event of legitimate complaints, the Customer can demand a free-of-charge rectification and/or replacement delivery within an appropriate time frame. If the rectification and/or replacement delivery fails, if Gingco Systems refuses to provide supplementary performance, or if such performance is deemed unreasonable to the Customer, the Customer shall be entitled to demand a reduction of the purchase price, withdraw from the contract, claim damages for non-performance in accordance with art. 8, or claim reimbursement of futile expenses. A rectification shall be deemed to have failed after the second unsuccessful attempt, unless in particular the nature of the item or the defect or other circumstances indicate otherwise.

(5) All warranty claims shall lapse if the Customer interferes with the work results of Gingco Systems on its own initiative, modifies them in any way whatsoever, irrespective of the extent to which such modifications take place or have taken place. Translation into another programming language is also regarded as a modification.

(6) The above warranty claims due to defects of the delivered products shall lapse within one year after delivery to the Customer or after acceptance.

Art. 8 – Liability

(1) Gingco Systems shall assume unlimited liability if the cause of the damage is the result of intent or gross negligence.

(2) Gingco Systems shall be liable for damages resulting from breaches of essential contractual duties (cardinal duties) where Gingco Systems, its legal representatives, or vicarious agents have breached this cardinal duty due to slight negligence in a manner which jeopardises the purpose of the contract. In such cases, liability shall be limited to the amount deemed reasonably foreseeable for Gingco Systems upon contract conclusion (compensation for foreseeable, typically occurring damage). Gingco Systems shall not be liable for the slightly negligent breach of duties other than the cardinal duties.

(3) Liability for damages shall be limited to the amount of remuneration agreed in the individual contract, in the case of continuing obligations to the contractually agreed annual fee.

(4) The above-mentioned limitations of liability do not apply to loss of life, bodily injury, or damage to health, to a defect after assumption of a guarantee for the quality of the product, or in the case of fraudulent concealment of defects. Liability pursuant to the Product Liability Act shall remain unaffected. The assumption of a guarantee by Gingco Systems requires express and written confirmation.

(5) Gingco Systems shall in no way be liable for statements about the products and services of the Customer contained in its goods and services. Similarly, Gingco Systems shall not be liable for the protection of patents, copyrights, and trademarks or the registrability of ideas, suggestions, proposals, concepts, drafts, etc. delivered as part of the contract.

(6) Gingco Systems shall not be liable for damages of any kind caused by the circumvention of recognised protections, e.g. by "hacking" the server used by the Customer. Gingco Systems and the Customer are mutually informed that a binding assurance of the security of these protective devices is not possible due to the manifold possibilities enabling interference by unauthorised third parties in and via the Internet.

Art. 9 – Confidentiality

Unless additional confidentiality obligations have been agreed in individual contracts, the Parties shall treat as confidential all information disclosed to them during the cooperation regarding the business operations of the respective other Party, in particular internal company information, trade secrets, and customers which, on the basis of a reasonable commercial estimate, can be regarded as subject to confidentiality. The confidentiality obligation shall remain in place even after the partnership has finished for a further [max. 5] years.

Art. 10 – Exclusion of competition

Gingco Systems shall inform the Customer of any conflicts of competition and, upon request, grant an exclusion of competition for products or services to be specified in detail. By granting the exclusion of competition, the Customer shall not commission any rival companies of Gingco Systems with delivery and performance of the contractual services for the duration of the contract.

Art. 11 – Resale

(1) Unless expressly agreed otherwise in the contract, Gingco Systems shall provide its goods and services for use in the business operations of the Customer.

(2) If the Customer, upon receipt of consent of Gingco Systems, decides to resell the goods and services provided by Gingco Systems to third parties (end customers) or uses the infrastructure contractually provided to it by Gingco Systems for the provision of services to end customers, the Customer shall do so observing due commercial care and the latest state of the art. The Customer shall refrain from making public statements, in particular through advertising or by identifying only certain features or goods and services of Gingco Systems, which Gingco Systems has not expressly agreed to in writing. The Customer shall refrain from all activities that might end up damaging the good name and reputation of the goods and services of Gingco Systems.

(3) Customers authorised to resell Gingco Systems' goods and services do not have the right to represent Gingco Systems in legal transactions or matters. They shall avoid any semblance of having authority to establish direct contractual relationships between the end customer and Gingco Systems, and must execute the contractual relationship with the end customer without the involvement of Gingco Systems. Gingco Systems is entitled to reject requests of end customers and reject any direct contact with them.

(4) If the Customer wishes to resell goods and services of Gingco Systems as outlined above, it shall ensure that its end customers observe the GTCs on the protection of rights of Gingco Systems and the integrity of the provisions contained in the goods and services of Gingco Systems, as well as any relevant provisions specified in individual contracts. The Customer shall indemnify Gingco Systems against third-party claims that result from a breach of the relevant provisions by its end customers.

Art. 12 – Assignment/offsetting/right of retention

(1) The Customer may assign claims directed against Gingco Systems to third parties only with the written consent of Gingco Systems, and transfer the legal position arising from contracts concluded with Gingco Systems to third parties only with the written consent of Gingco Systems.

(2) Gingco Systems has the right to transfer its legal position arising from contracts concluded with the Customer to other companies of the Gingco Group. The Customer may object to the transfer if it affects its significant operational interests.

(3) The Customer is only permitted to offset claims of Gingco Systems that have been legally established or are undisputed.

(4) If the Customer defaults on a payment from an individual contract concluded with Gingco Systems, Gingco Systems shall be entitled to refuse the provision of goods or services owed to the Customer as part of the business relationship until the relevant payment has been made.

Art. 13 – Data protection

(1) Customer data provided on a voluntary basis in advance shall be collected, processed, and stored for the purpose of implementing the contract. Gingco Systems is entitled to process and use customer data for its own purposes where this is necessary in the interests of advising customers, advertising and market research, and tailoring its services to requirements. By concluding the contract, the Customer consents to this action.

(2) The Customer can revoke its declaration of consent under data protection law at any time. The withdrawal of consent shall not affect the lawfulness of any processing carried out prior to the withdrawal request.

(3) Extensive details on data protection, in particular on the mandatory information under Art. 12 et seq. of the General Data Protection Regulation, can be found in Gingco Systems' privacy policy.

(4) Gingco Systems explicitly points out to the Customer that data protection for data transmissions in open networks, such as the Internet, cannot be absolutely guaranteed according to the current state of the art. The Customer is aware that the provider can at any time access website data stored on the web server and may also be able to view other customer data stored there from a technical perspective. Other participants on the Internet may be technically able to intervene without authorisation in network security and control the communication traffic. The Customer itself is fully responsible for the security of the data it transmits to the Internet and that are stored on web servers.

Art. 14 – Final provisions

(1) Any amendments, additions, subsidiary agreements, or the partial or full termination of the contract require the written form; the same applies to modifications or a revocation of this written form requirement. The written form requirement under these GTCs is also upheld through declarations by fax.

(2) The law of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods (CISG), shall apply exclusively to the contracts concluded by Gingco Systems on the basis of these GTCs and to any claims of any nature arising from them.

(3) The exclusive place of jurisdiction for all disputes arising from this contract, if the Customer is an entrepreneur, a legal entity under public law, or a special fund under public law, or if the Customer has no place of jurisdiction in the Federal Republic of Germany, shall be Braunschweig.

(4) If provisions of these GTCs and/or the contract are or become completely or partially ineffective or unenforceable, this shall not affect the effectiveness or enforceability of the remaining provisions. Rather, in place of any ineffective provision, a replacement provision that corresponds to, or at least approximates the purpose of the agreement, and that the Parties would have agreed upon in the first place, shall apply, in order to reach the same economic result, had they known about the ineffectiveness of the original provision. The same applies to gaps or omissions.