

General Terms and Conditions of Business

Dated 2020, July 14th

The following terms apply exclusively to business connections with full traders pursuant to the German Commercial Code, legal entities of the public law or separate estates under public law. These mutually agreed terms become an integral part of the contract; they take priority over deviating retail or similar terms of the customer. Deviations, amendments as well as special warranties must be in written form in order to be effective.

1 Validity

Our following General Terms and Conditions of Business apply to all business connections, in particular to all future commercial transactions, even if they are not referred to separately, and govern them exclusively. Solely the terms of **certgate GmbH (further called "certgate")** apply; other terms are not valid, even if they are not expressly opposed.

2 Offer

The information and pricelist contained in offers are always subject to confirmation and not binding, unless stated otherwise in the offer.

The information contained in the offer documents is the sole basis of services to be rendered. The customer carefully reviews the offer documents before placing an order, including but not limited to any information on capacity, reaction times, technical and user-specific requirements, interoperability and technical user requirements. Technical and other norms must only be observed, if they are imperatively standardized or expressly listed in the offer documents. In this case, the version in effect when the order is placed applies.

Orders are only considered accepted upon written confirmation by certgate within 3 weeks.

3 Other services

certgate shall render the agreed services by taking into account the project goals and using the knowledge and professional skills customary in the trade. Unless a different arrangement has been made explicitly in the offer, the introduction and training of the customer's employees require a special assignment and payment.

Upon consultation with the customer, certgate is authorized to call in third parties as auxiliary persons. As long as employees of associated or allied companies of certgate are used to carry out the services, there is no need to consult with the customer. Otherwise, the cession of rights from this agreement as a whole or of claims to particular services herefrom to third parties require a written consent of the other party, which may only be denied for important reasons.

Overtime, long distance phone calls and other expenses resulting from the specific deadline of the customer of certgate during the course of the implementation of the work are to be paid by the customer in accordance with the applicable fees. Certgate informs the customer in advance when such costs arise.

If not otherwise agreed on in writing, all services are provided during regular office hours, Monday – Friday, 8 a.m. – 5 p.m. (German time, with respect to daylight savings time).

4 Service Limitation of Online Services

certgate online (web) services are interpreted as continuous web service and are operated and maintained correspondingly. Nevertheless, scheduled or unscheduled performance restrictions are possible.

a) Dependency on external services

certgate would like to expressly point out that the availability of online services, particularly communication services, is also dependent upon the individual equipment and communication connections, services and external servers e.g. issuers of electronic certificates, mail server, internet connection or the like. Breakdowns that arise due to this equipment and these connection or connection routes can't be ascribed to certgate.

b) Planned maintenance work / maintenance windows

certgate has the right to perform maintenance work, upgrades or conversions unheralded that could lead only to light interference with the usage capability of the web service. Regular maintenance work, which causes significant impairment to the usability of the Webservices, will only be carried out by Certgate during regular maintenance windows. The time and period of maintenance windows are on each Sunday from 10:00 to 18:00, as long as no other specifications are made in the respective individual contract.

5 Technical support services

Technical support services (Defect Support) shall include:

- Elimination of errors (defect service) in the Certgate software products and webservices provided by Certgate by telephone support, by remote system access (RSA) and Program updates (patches) that are required as part of the error elimination.

- Software changes which are mandatory to accommodate changes in legal regulations (e.g. upon legal required changes) (software & services only)

Technical support services (defect support) do not include:

- Delivery of program upgrades that provide additional functions or extend the functionality

- Delivery of program upgrades, patches or other error fixes for the software from third-party suppliers (third-party software), which was possibly provided within the scope of Certgate's offer/supply contract.

- On-site support, consulting or other services, which are possibly required within the scope of the error diagnostics and elimination.

The following technical support service response times shall apply: Error class 1 (8 hours), Error class 2 (1 working day), Error class 3 (5 working days).

Calculation of the response time starts with the receipt of the qualified error report, is interrupted outside of the service times pursuant to §3, and ends with one of the following reactions/messages by Certgate stating that (a) the error report has been received and is being processed or (b) additional information is required to process the error report, or (c) an appropriate error correction is being/has been delivered.

Following error classifications shall apply:

Error class 1 (critical): The operation or the intended use of the software /service is impossible.

Error class 2 (urgent): The operation or the intended use of the software/ service are possible but were interrupted, and there is a high risk for repeated disruptions of operation, or the operation is severely restricted and sustainable only with considerable effort.

Error class 3 (normal): In spite of repeated occurrences of disruptions, the operation or the intended use of the software/service are possible with minor restrictions. The restrictions lead to minimal adverse effects for the customer. Errors in the technical documentation.

To ensure short error fix times a qualified error report is required in order to assure the timely elimination of errors. In this context, qualified means that all information required for eliminating the error such as error description, software version, usage environment, etc. has been reported to certgate.

Technical defect support will exclusively be made available through the central eMail address support@certgate.com. Certgate retains the right to additionally provide a technical service in the form of telephone support via a fee-based telephone number. Technical defect support services times are provided at German working days, Mondays through Fridays from 08:00 AM to 5:00 PM (German time, taking into consideration daylight savings time)

6 Interfaces

The programming interfaces of the products of certgate are subject to continuous technical development. certgate reserves the right to make technical modifications to the interfaces when required based on changes of the law and/or technical advancement.

A notification of the customer is only required here insofar as it is necessary to make changes on the already delivered programs for certgate to provide services. In this case, the customer is obliged to bring in the required new program parts, updates, upgrades and/or releases. The liability for reimbursement depends on the reason for the change as well as the agreement made with the customer.

Certgate's Partner are obliged to include the foregoing passage in their customer agreements.

7 Customer's obligation to cooperate

In addition to the obligations to cooperate specified in the offer, the customer shall generally provide all prerequisites required for the rendering of service by certgate. The customer shall provide the deliveries and services at the agreed dates. If no such dates have been agreed, the customer shall provide his services at a date allowing certgate to keep their promised delivery and service deadlines. Since the cooperation of the customer is an important prerequisite for the successful implementation of services by Certgate, the customer shall fulfill all obligations to cooperate resulting from the cooperation as a principal obligation of rendering service.

In particular, the customer shall provide the required premises, storage and work areas, electrical connecting points and other technical environments in a timely manner and shall give certgate unhindered access to the respective installation and service areas. Information and documents required for certgate to render their services shall be made available unsolicited and immediately. Technical documents shall correspond to the form requested by certgate.

If the client provides data carriers for the work to be carried out, they must possess the characteristics determined by the computer manufacturer and must be in good condition. The customer bears the risk of errors in the programs that he makes available to Certgate for the implementation of the work. The same applies if such programs do not fulfill the requirements of the data processing equipment and the operating system used.

If the control numbers, programs, input data or other documents provided by the customer do not correspond to the required form, Certgate may charge additional applicable fees for the fault repair or adjusting to the agreed form that may be necessary.

If certgate requests bringing in program parts with changes and/or corrections for technical reasons, the customer shall immediately comply.

In the event that the customer does not fulfill his obligations to cooperate in the agreed way, the execution deadlines set by certgate are delayed accordingly. certgate is entitled to request compensation for all arising costs from the customer. Claims of Certgate pursuant to § 643 of the German Civil Code are unaffected by this.

8 Verification and notification duties

Upon delivery, the customer shall immediately inspect the delivered products including documentation pursuant to § 377 of the German Commercial Code, particularly with regard to the completeness of the data carriers and handbooks as well as functionality of basic program features. Defects that are detected or detectable hereby must be reported to certgate within eight (8) business days by means of a registered letter. The notification of defects must include a detailed description of the defects.

The customer must report any defects that are not obvious to certgate within two weeks of identification. If the verification and notification duties are violated, the products are considered approved with regard to the respective defect.

9 Remuneration and conditions of payment

The remuneration indicated in the offer plus the applicable value added taxes at the time the services are rendered apply. Prices include standard packaging.

The payment must be made subject to other – confirmed – agreements as follows:

- a) For supply services: 50 % of price at acceptance of offer, 50 % of price at delivery.
- b) For individual services: 50% of price at acceptance of offer, 25 % of price when reporting that ready to deliver, 25% of price upon inspection.
- c) Services are charged at the daily / hourly rates specified in the offer on a monthly basis according to work and expense. „Man days“ are work days of each 8 hours. Additional travel expenses or daily rates, overtime and expenses resulting from services rendered by certgate shall be billed additionally. The travel times for round trip transportation shall be reimbursed at 50% of the full hourly rate for the respective employee.

The customer pays the billed amounts within 14 days of invoice date without deduction. Changes are only accepted subject to the discounting possibility and only with regard to payment, whereas the duration of the change may not exceed three months.

If the customer disputes an item contained in the invoice, he pays all undisputed amounts to Certgate. The customer informs Certgate within 8 (eight) days upon receipt of the invoice on the disputed item. Upon clarification of the disputed item within 30 (thirty) days, the customer pays the entire outstanding amount from this invoice to Certgate plus the late fees pursuant to Section 9.

If the invoice remains unpaid within 60 (sixty) days after the due date, Certgate may cancel the agreement at hand after a period of grace of 10 (ten) days, if the customer has failed to pay all amounts due including late fees by the end of the period.

10 Duration of the agreement and cancellation

Orders where certgate must render services periodically (continuous obligations) may be cancelled by each contracting party earliest by the end of the determined duration of the agreement with a notice period of three months until the end of the agreement. If no cancellation is made by the agreed date, the order is renewed for an indefinite period, unless any contracting party cancels in writing with a notice period of three months until year's end.

Other orders may be cancelled by any contracting party in writing subject to a term of one month. The cancellation of the contractual relation does not affect the effectiveness of previously placed orders. For any continuing orders, the regulations of the contractual relation still apply after the cancellation.

The work carried out until the end of the agreement by Certgate is to be paid by the customer according to the applicable rates of Certgate in addition to any actually resulting expenses. The rights to cancel pursuant to §§ 649 and 627 of the German Civil Code are excluded.

11 Property and retention of title

Until the full payment of all claims for remuneration by certgate from the contractual relations as well as any other existing payment requests from existing business relations with the customer, certgate reserves the right to the property of the services and products rendered by them.

If the customer is a commissioned distributor of certgate, he has the right to resell the supplied item in fair course of business. In this case the customer shall already transfer the claims resulting from the sale towards his buyers with all secondary rights to certgate, providing that at the time the merchandise is sold it is still their property or joint property (extended retention of title). certgate accepts the transfer. After the transfer the customer is authorized to collect the claim. certgate reserves the right to collect the claim in the event that the customer does not fulfill his payment obligations or defaults on his payment.

The same applies strictly to claims for compensation against authors of damage or underwriters in connection with a damage, destruction or loss of the items that are under retention of title. In the event of garnishments or other interventions of third parties, the customer must immediately notify Certgate.

Upon the request of certgate, the customer is obliged to give them the information required for the assertion of rights against the buyers of the customers, hand over the necessary documents and inform the buyers of the transfer, whereas Certgate may also inform the buyers of the transfer in advance.

In the event that the value of the securities exceeds the pecuniary claims of Certgate by more than 20%, certgate shall release the exceeding portion of the securities upon request of the customer.

12 Acceptance procedure

The subject-matter of the acceptance procedure defined here only includes the individual services of certgate. At the beginning of carrying out services with individual-contractual responsibility of Certgate the parties shall mutually determine an acceptance concept and acceptance criteria based on contractually agreed specifications. certgate may participate in the acceptance test.

The performance test required for the acceptance, based on the previously determined acceptance criteria must be carried out within one week of installation of the software. If no individual acceptance criterias has been defined and agreed on before, performance and acceptance test have to be carried out according to the technical specifications and the professional concept. Upon completion of the performance test the customer is obliged to declare the acceptance and to sign the acceptance protocol, unless the result of the performance test show such serious faults that a use of the system is impossible. The use is impossible if the system may either not be operated at all or if the use of the system leads to a considerable time exposure compared to the use of a fault-free system. In the case of a hereafter justified refusal of acceptance Certgate shall immediately correct the detected faults at least as far as a use becomes possible. The performance test shall immediately be repeated upon correction.

Any other detected faults which affect the use only insubstantially, shall be noted on the acceptance protocol and corrected by Certgate in an agreed time frame.

Upon completion of the performance test, the signed acceptance protocol must immediately be sent to Certgate or its auxiliary agents.

The performance test is also considered successful and the acceptance given if

- a) the customer starts the operation of the delivery or a part thereof
- b) the customer does not immediately declare the acceptance, however within five (5) business days of the successful performance test or
- c) the customer fails to hand over a final list of faults to be corrected within five (5) business days of the expiration of the agreed test period
- d) no performance test has been carried out within four weeks of service.

Furthermore, the individually agreed regulations apply.

13 Warranty for product defects

certgate warrants that at passing of risk the products supplied are free from defects, which considerably lower or nullify the value or the usability for the normal or contractually agreed purpose, and that they possess the explicitly warranted characteristics. If the product concerned is software, Certgate warrants that the program carrier is free from defects in materials and workmanship at the passing of risk. certgate points out, that according to the state of technology it is not possible to create computer software in a way that it works fault-free in all usages and combinations.

The warranty period is 12 months. For individual services the warranty begins once acceptance is given, furthermore with the delivery of the merchandise. For accepted partial deliveries the warranty period begins with the declaration of the respective partial acceptance.

If a fault occurs, the customer shall immediately notify certgate thereof in writing, indicating any relevant information for the diagnosis and correction of the problem. The customer shall oblige his employees to provide certgate with detailed information for the purpose of fault recognition.

The customer shall allow certgate the necessary time and opportunity to correct the fault according to their fair judgment. In the event that he refuses to do so, Certgate is released from the warranty for defects.

The customer shall support certgate in the correction and in particular provide computers, premises and telecommunication facilities. certgate may request that the customer's personnel bring in delivered program parts and corrections ("bug fixes").

For the whole delivery or components the warranty is limited to correction or replacement at the discretion of . As long as certgate fulfills their obligations to correct faults, the customer is not entitled to any price discounts (reduction), cancellation of the contract (rescission) and claim for compensation, unless the correction finally fails. A failure to correct or replace may only be assumed, if certgate has been given sufficient time for correction or replacement, if it is impossible, if it is denied by certgate or delayed unreasonably, if justified doubts with regard to the prospects of success exist or if it is unacceptable for any other reason. As long as certgate is not delayed in the correction or has not finally failed, the customer has no right to have faults corrected by a third party.

certgate is not responsible for any faults resulting from the insufficient cooperation of the customer or from faults in hardware, network or software from third parties based on their insufficient availability, functionality or performance. Likewise, certgate is not responsible for the following:

- a) the customer or third parties have modified the services rendered by certgate in any way;
- b) serial numbers or indications of the manufacturing date have been removed from the delivery item;
- c) daily commodities such as fuses are concerned;
- d) the consignment is integrated in products of third parties or third-party products are integrated in the consignments and have been connected with them, without being covered by the intended use indicated in the specification;
- e) faults in the delivery items caused by improper installation or due to improper transportation by the customer or by third parties commissioned by the customer;
- f) the delivery items are used for purposes other than indicated in the specifications or have been applied other than for its intended use
- g) faults that may not be attributed to certgate for other reasons.

In cases a), d) and f) the warranty claim still applies as long as a customer proves in a test run that the modifications do not have any causal connection. Instead of refusing correction or excluding warranty, Certgate may in this case also assert a service restriction and the additional work and expense, if they provide services despite of such a modification.

A further warranty is excluded, in particular any claim for compensation of damages not occurring on the delivery item itself. This applies specifically to consequential damages e.g. on data records and due to the inability to use them during the repair work.

Technical changes serving the advancement and the general improvement of the product or not impairing the use are excluded.

If the verification of defect reported by the customer shows that the warranty does not apply, Certgate may bill the client for the cost of the verification at the applicable customer service rates. All payments are due within 14 days of receipt of invoice.

14 Warranty for defects of third party products

For products (regardless if hard- and/or software) manufactured by third parties and supplied by certgate to the customer, certgate only provides the warranty given by the third party. Upon request, certgate shall disclose the corresponding warranty agreements with the third parties to the customer.

If the hardware manufacturer issues a – usually dependent – warranty, certgate shall pass it on to the customer. Provided that the hardware contains a warranty card of the manufacturer, the customer will sign it bindingly and send it back to certgate. In the event of a fault covered by the manufacturer's warranty, the customer will inform certgate on all accounts with regard to a possible assertion of warranty claims and keep them informed on the handling of the warranty by the manufacturer.

15 Copyrights and rights of use

For any copyright and right of use related matters, certgate's License Agreement applies.

Each party reserves the exclusive right to patents, copyrights, other commercial trade mark rights as well as other know-how which the respective party possessed at the time the agreement was concluded. All rights to cost estimates, sketches and other documents provided by certgate to the customer for offer purposes, remain exclusively with certgate. They may only be made available to third parties upon explicit written authorization by certgate and shall be returned immediately to certgate upon request in the event that the order is not made.

16 Data protection & Confidentiality

The contracting parties shall keep confidential matters of the other parties made known to him or confided in him during the course of the cooperation a secret and shall not use them for other purposes than for the lawful fulfillment of duties in the framework of the project and shall not disclose any confidential information without the prior consent of the other party or make them available to third parties. certgate has the right to use the name of the customer, his trademark and logo as well as information on the project for reference purposes by observing the aforementioned obligations to maintain confidentiality.

Confidential is all information or documents of a party identified in writing as confidential or where the confidential character is obvious from their nature, in particular operational and business secrets. Not confidential for a party is information and documents where the party may prove that they are either

- publicly accessible now or in the past or
- independent from and developed without the use of confidential information of another party or
- obtained by the party from a third party who was not bound to maintain confidentiality or
- without obligation to confidentiality and were already in possession of the party or
- explicitly intended for publication now or in the future.

If in doubt, the matter must be kept confidential.

The parties will observe the pertinent legal regulations regarding the data protection and only use the respectively obliged employees to render services. The customer is responsible to safeguard personal data against unauthorized/unnecessary access by Certgate.

certgate shall process the customer's address data in machine-readable form for the purpose of carrying out the agreement. certgate may disclose this data to third parties, to the extent that this is necessary or permitted to maintain the functionality of the communication equipment and according to the legal data protection regulations.

The aforementioned obligation to maintain confidentiality applies to both parties even after the contractual relations end.

17 Liability

certgate is only liable for the customer's damages insofar as certgate or their auxiliary persons act with gross negligence and intentionally. Additionally, certgate is liable for warranted characteristics and when violating fundamental contractual duties, the fulfillment of which the customer may particularly trust, as well as for the injury of life, body and health even in cases of slight negligence. In slight violations of fundamental contractual duties as well as in gross negligence by auxiliary agents that are not executive staff, certgate is only liable for the amount of the typically foreseeable damage.

A liability for consequential damages such as loss of profits, lost savings and other collateral damages is excluded, unless the purpose of the agreement is jeopardized hereby.

The aforementioned liability restrictions also apply to the employees of certgate.

In the event that the customer interferes with the supplied items without written consent of certgate, certgate is not liable for the resulting damage. certgate reserves the right to claims for damages. "Interference" pursuant to sentence 1 also includes software modifications or its decompilation.

certgate does not assume any liability for installation and operation errors or faulty data protection by the customer. certgate is not liable for the recovery of data and programs

provided that their loss was not caused intentionally or by gross negligence. A liability in this case will only apply if the customer has ensured by appropriate measures that the originally stored data or programs may be recovered with reasonable effort.

The customer shall immediately notify certgate of any operational errors so that Certgate may correct them and take any necessary and reasonable measures to avoid further errors and loss of data. The customer may not refuse payment or part of the payment due to a slight and particularly short performance failure

certgate is not liable for performance failures arising from circumstances that may not be influenced by Certgate. Liability is excluded for damages resulting from making a user name and/or password available to third parties without authorization.

The liability restrictions named here do not apply if certgate is liable for compensation of damages due to the product liability law or other binding legal regulations.

18 Higher authority

If due to the influence of a higher authority such as war or unrests, natural disasters or fire, an epidemic or quarantine, a strike or lockout, measures of the government or similar circumstances the contractual duties may not be fulfilled at all, are delayed or may not be fulfilled according to the contract, the corresponding contractual party is relieved from keeping this agreement to the extent of the influence.

The contracting parties will immediately inform each other on such cases of higher authority.

19 Trademark rights

certgate warrants that the services rendered by them when applied pursuant to the contractual use in the area of the Federal Republic of Germany are free from any trademark rights of third parties (e.g. patents, copyrights, published patent registrations, registered trademarks, registered designs) that considerably restrict or exclude their use.

If a third party makes claims due to a violation of trademark rights by the products supplied by certgate against a customer and if the use is restricted or prohibited, certgate shall have the right to modify the respective contractual services at their discretion in a way that they no longer represent a trademark violation, while still fulfilling the contractual conditions or obtaining the right to be used in an unrestricted manner and without additional costs for the customer pursuant to the agreement.

The above-mentioned liability requires, however, that the customer notifies certgate immediately in writing of any trademark violation claims by third parties, disallows the claimed violation and carries out any disputes including any extrajudicial arrangements only by mutual consent with certgate. certgate is authorized and obliged to carry out any litigations arising from third party claims against customers at their own cost. In the event of litigations with third parties the customer is obliged to act in mutual consent with Certgate and to provide them with adequate support. If the customer ceases to use the products for reasons of loss minimization or for other important reasons, he is obliged to point out to the third party that by ceasing to use the product he is not recognizing the trademark violation.

If the customer himself must represent a trademark violation, claims against certgate are excluded pursuant to the foregoing paragraph. The same applies when the trademark violation is caused by an application that could not be foreseen by the manufacturer or results because the product has been modified by the client or is used in conjunction with products that are not supplied by Certgate. Unless there is an obligation of certgate to the client with regard to a trademark violation, the customer shall relieve Certgate from any third party claims due to such claimed trademark violations.

20 Export regulations

The customer is informed that the reexport of supplied products may be excluded and/or requires authorization pursuant to the corresponding relevant export regulations of the United States of America, the European Union and/or the Federal Republic of Germany. In the event of a reexport of the products of the agreement, the customer is responsible that all nationally or internationally relevant and effective export regulations are observed and the required authorizations are obtained.

In the event of a violation of these obligations the customer shall free certgate from all claims and pay for all damages claimed by the supplier or licensor of certgate, third parties or state and/or international authorities or organizations against certgate.

21 Severability clause

In the event that any of the above regulations of the general delivery and business terms shall be or become ineffective, the effectiveness of other regulations remains intact. If necessary, the ineffective regulation may be replaced by an effective clause that corresponds to the commercial sense of the ineffective clause to the greatest possible extent.

22 Applicable law

This agreement shall be governed by the laws of the Federal Republic of Germany, namely the German Civil Code/German Commercial Code the regulations of the Viennese UN-Convention dated April 11, 1980, on agreements on the international purchase of goods (UN-purchase law) are excluded.

23 Jurisdiction

Provided that the customer is a merchant pursuant to the Code of Commercial Law, a legal entity of the public law or separate estate, the jurisdiction for all litigations arising from this contractual relation shall be Düsseldorf/Germany.