

GENERAL TERMS AND CONDITIONS

as of December 2014

of

Ingenious Technologies AG
(hereinafter referred to as "Ingenious")
Französische Straße 48
10117 Berlin

1. Scope

The following General Terms and Conditions in the valid version at the time a contract is concluded, shall apply exclusively to contracts between Ingenious and the contractual partner (hereinafter referred to as "Client"), especially regarding services in the context of the use of the Ingenious Enterprise including Multi-Channel Tracking, Partnership Management and Billing & Accounting (hereinafter referred to jointly and individually as "Software"). Contradictory terms and conditions of the Client shall not apply, except where Ingenious expressly consents in writing to their application.

2. Subject matter and conclusion of the contract

- 2.1.** The subject matter of this contract is technical services in connection with the use of the Ingenious Software, customized consulting services and other services.
- 2.1.1.** Ingenious offers a single, integrated solution including Multi-Channel-Tracking, Partnership Management and Billing & Accounting according to section 5 hereof.
- 2.1.2.** If the parties agree on Ingenious .pay, Ingenious provides additional services according to provisions of section 6 hereof.
- 2.1.3.** If the parties agree on consulting or operational services, provisions of section 7 hereof shall apply additionally.
- 2.1.4.** If the parties agree on other services, provision contracts, provisions of section 8 hereof shall apply additionally.
- 2.2.** By sending a written order, in case of doubt, the Client applies for the conclusion of a contract. The subject matter of the application is an offer by Ingenious that includes these GTC. An order is accepted by Ingenious following its receipt and review by sending an appropriate notice to the Client or by Ingenious starting to provide the service.

3. General rights and obligations of Ingenious

- 3.1.** Ingenious shall provide the services agreed in the respective offer and take the Client's rights, legally protected goods and interests into account when providing the services.
- 3.2.** Ingenious shall provide the Software as a software-as-a-service solution with access via the Internet and shall grant the Client a right of use. The scope of performance of the Software arises from these General Terms and Conditions and the respective offer.
- 3.3.** The adjustment of the Software to the Client's specific needs shall be owed only if this is ordered separately and subject to the provisions of section 8 hereof.

- 3.4.** Ingenious shall be entitled, but not be obliged, to change the Software, in particular to adjust it in response to technological advances. If the Software is changed, individual functions may change or no longer be made available. Should this be the case, Ingenious shall give no less than two weeks' notice on the Ingenious platform to the Client of essential changes that change the Software's functionality altogether.
- 3.5.** Any change made to the Software may result in an impairment of the use of the Software by the Client. Ingenious shall strive to make such changes at night or at weekends. Such changes may result in a temporary interruption or impairment of availability during usual business hours only when this is necessary for technical reasons. Non-advised non-availability times shall be limited to a total of ten hours a month.
- 3.6.** Ingenious shall provide to the Client with a user handbook in the form of a [link](#) or a PDF document which describes the essential functions of the contractual Software. Any further description of the Software shall not apply.
- 3.7.** Ingenious shall be entitled to advertise in a suitable manner with the fact that the Client has placed an order with Ingenious and to this end shall be allowed to use the Client's logos and similar items in (online or offline) reference lists, even after the end of the contract.
- 3.8.** Unless expressly agreed otherwise in writing, Ingenious shall be entitled during the term and after the end of the contract to accept and process orders by clients, who are active in the same or in a similar industry.
- 3.9.** Ingenious shall be entitled to assume that each and every parameter which the Client itself defines within the Software (e.g. conditions, definitions and advertising materials) as well as the results automatically generated by the Software which are based on them are complete and correct. In particular, Ingenious shall not be obliged to verify the conditions and automatic results.

4. General rights and obligations of the Client

4.1. Definition of the parameters

4.1.1. The Client shall be responsible for the definition of the necessary parameters to use the Software (including the management of advertisers or partners).

4.1.2. The Client is aware that the results determined by the Software are based on a fully automatic process taking into account the conditions defined by the Client.

4.2. General duties to cooperate

4.2.1. The Client undertakes to support Ingenious in the performance of the contractually agreed services comprehensively and in the best possible way. This duty of cooperation shall in particular include the timely hand-over of necessary information and documents.

4.2.2. The Client is obliged to provide truthful and accurate relevant contractual information, especially concerning the performance-based billing (e.g. definition of parameters according to section 4.1 hereof). The Client undertakes not to enter into agreements with its customers or partners which disadvantage Ingenious contrary to good faith.

4.2.3. The Client shall bindingly name at least one contact for Ingenious who shall be authorised and able to make all decisions to be made in the context of this contract and communicate them to Ingenious.

4.2.4. It shall be the Client's responsibility to ensure that regular backups of the data stored are made by the Client when using the Software.

4.3. Access data

- 4.3.1. The Client grants the access and usage of the Software only to authorized and trained personnel (section 4.8 hereof).
- 4.3.2. Ingenious shall inform the Client of the individual access data in due time after conclusion of the contract.
- 4.3.3. The Client shall store its access data carefully and protect it against third-party access. The Client shall accept that all actions taken by using the access data shall be regarded as actions taken by itself. The Client shall not be entitled to disclose its access data to a third party.
- 4.3.4. Should the Client, with the consent of Ingenious, make the access data available to a third party (e.g. employees, service providers or customers), the Client shall be responsible for all actions such a third party takes using the access data. The Client shall familiarise the third party with the use of the Software, explain the meaning of the actions which can be taken, oblige the third party to store the access data carefully, protect it against third-party access and expressly prohibit disclosure of the access data to other persons. The Client shall accept that all actions taken by using this access data shall be regarded as actions taken by itself.

4.4. Payment of the remuneration

- 4.4.1. The Client shall be obliged to pay to Ingenious the agreed remuneration when due subject to the provisions of section 9 hereof.

4.5. Reimbursement of the cost of SSL certificates

- 4.5.1. Ingenious provides tracking using the Client's domain. To this end, Ingenious shall buy wild card SSL-certificates for the customer. The costs of the certificates are to be settled a year in advance. The provisions of section 9 hereof apply accordingly.

4.6. Source code and use of the Software

- 4.6.1. The Client shall have no right to claim surrender of the Software's source code. The Client shall not be entitled to obtain access and/or change the source code in any way whatsoever. Furthermore, the Client shall not be entitled to reproduce or alter the Software or to grant third parties access to the contractual Software except for the agreed purpose of the contract.

4.7. Indemnification

- 4.7.1. The Client shall indemnify Ingenious from any and all claims which may be raised against it by a third party based on an alleged or actual infringement of a right and/or any third-party rights and undertakes to reimburse Ingenious for any costs which Ingenious may incur due to such claims by a third party. Reimbursable costs shall in particular include the costs of suitable legal action and legal defence.

4.8. Training

- 4.8.1. The Client ensures that all people authorized in the usage of the Software (especially employees, service suppliers and customers) participate in trainings provided by Ingenious and achieve the corresponding certificates.
- 4.8.2. Client working for third parties (e.g. an agency) are obliged to participate in sales trainings provided by Ingenious.
- 4.8.3. The prices of the corresponding trainings are those stated in the valid price list.

4.9. Data protection

- 4.9.1. Data protection is the highest priority for Ingenious. The Client is obliged to comply with all applicable data protection regulations and to apply all appropriate technical and organisational measures to protect data against loss, unauthorized access and other risks while using the Software. Any security problems related to data protection must be

reported to Ingenious immediately.

5. Ingenious Enterprise

5.1. Partnership Management

5.1.1. Use of the Software by the Client

The purpose of using the Software is the management of the Client's partners within a private program, a private network or public networks. The Software helps the Client manage online advertising campaigns by means of partnerships defined by the Client and success-related events generated by these parameters (hereinafter referred to as "KPIs" e.g. sales, leads, clicks, views).

5.1.2. Relationship with the Client's partners.

It is the sole responsibility of the Client to select the partners of its private program or private network as well as to initiate, contractually design and carry out a campaign with the respective contractual partner. Ingenious itself shall not become a contractual partner of the Client's respective partner.

5.1.3. Self-administration

The Client shall administrate the online marketing campaigns and the participating partners itself, being responsible for defining the details of the campaigns (e.g. advertising materials) and the terms and conditions, in particular KPIs and commissions of the contractual partners, in connection with the Software. It shall be the sole responsibility of the Client to administrate the confirmation or rejection of KPIs. If KPIs are not rejected, the maximum time limit for a deemed confirmation is 60 days.

5.1.4. Tracking

- 5.1.4.1. As part of the Software Ingenious provides the Client with the option to track KPIs defined by the Client itself. The tracking system provided by Ingenious is used for this.
- 5.1.4.2. The Client undertakes to give its comprehensive cooperation for the tracking. In particular, the Client shall integrate the appropriate tracking codes (container tags) on the target pages as scheduled and specified by Ingenious and ensure the permanent and reliable delivery of the tracking codes.
- 5.1.4.3. In the event the tracking is impossible for reasons within the scope of the Client's or one of the partner's responsibility (e.g. because of an invalid SSL-certificate, changed DNS-settings or other failure of shops, websites or other advertising material caused by negligence), Ingenious' right to remuneration will not be damaged. The level of remuneration for the time period of tracking breakdown is estimated on the basis of the average of the past three months.
- 5.1.4.4. The Client shall not do anything which may impair the tracking. The parties hereto shall inform each other if it becomes apparent that the tracking is impaired for whatever reason.

5.2. Multi-Channel Tracking

The following shall apply if the Client uses Multi-Channel-Tracking:

- 5.2.1. Ingenious enables the Client to track the results of the online marketing measures agreed with its partners (Multi-Channel-Tracking with optional attributions). The details result from the offer.
- 5.2.2. Ingenious shall acquire the necessary data and provide it in the evaluation tool. The Client itself shall be responsible for setting the parameters prior to this.
- 5.2.3. The Client undertakes to give its comprehensive cooperation for the Multi-Channel Tracking. In particular, the Client shall integrate the appropriate tracking codes (container tags) in all relevant places as scheduled and specified by Ingenious and ensure the permanent and reliable delivery of the tracking codes.

- 5.2.4.** If the tracking is impossible for reasons within the scope of the Client's or one of the Partner's responsibility (e.g. because of an invalid SSL-Certificate, changed DNS-settings or other failure of Shops, Websites or other advertising material by negligence), this does not damage Ingenious' right to remuneration. The level of remuneration for the time period of tracking break-down is estimated on the basis of the average of the past three months.
- 5.2.5.** The Client shall not do anything which may impair the Multi-Channel Tracking and, where necessary, oblige partners in this respect.
- 5.2.6.** The parties hereto shall inform each other if it becomes apparent that the multichannel tracking is impaired for whatever reason.

5.3. Accounting & Billing

- 5.3.1.** Ingenious shall support the Client in the accounting of commissions and the handling of payments agreed in the contracts concluded between the Client and partners or partners among themselves.
- 5.3.2.** Ingenious shall unambiguously assign each KPI recorded to the participating partners and represent the respective transactions clearly and in such a way that they can be checked for a certain period of time.
- 5.3.3.** The recorded transactions shall be compiled into electronic documents which can be directly used as accounting vouchers depending on the accounting system used by the Client or the partners. A prerequisite to the creation of proper vouchers by Ingenious is that the data of all participating partners is correctly updated by the Client in due time.
- 5.3.4.** Ingenious is not obliged to retroactively take into account any change in the advertisement partner's fiscal status according to the applicable tax laws. This applies particularly if the threshold according to the small settlement provision in the German UStG Section 19 is exceeded. The Client shall ensure that all Information is correct.

6. Ingenious .pay (Payment & Accounting)

The following shall apply in addition to ingenious enterprise where the parties hereto agree the use of Ingenious .pay:

6.1. Essential content of the service and prerequisites to use

- 6.1.1.** Ingenious shall support the Client with the accounting of the handling of payments agreed in the contracts concluded between the Client and partners or partners between themselves.
- 6.1.2.** As a technical service provider of the Client, Ingenious shall primarily forward via an interface (API) the results automatically generated by the Software to a bank determined by Ingenious (hereinafter referred to as "Bank"). This in particular includes the forwarding to the Bank of the information about the KPIs confirmed by the Client in the context of the Software. Moreover, the Software automatically generates payment overviews or journals for the partners and makes them available to the Client in a digital format defined by it.
- 6.1.3.** Ingenious will communicate the project / transaction / identification number assigned to the Client, which must be indicated to the Bank with every payment.
- 6.1.4.** A prerequisite to using Ingenious .pay is the conclusion of a paying office agreement with the Bank at the banks terms and conditions as amended from time to time, which the Client becomes joint account holder of. If the paying office agreement no longer exists, all the performance obligations of Ingenious in relation to the use of Ingenious .pay shall cease to exist. The payment itself is handled by the bank on behalf of the Client.
- 6.1.5.** The Client undertakes to provide to Ingenious with all information relating to money laundering legislation in due time, completely and correctly in terms of content which is required to carry out identity and eligibility checks of the Client or partners who make

payments. To that end, Ingenious may collect and store the following data of the Client and may transfer the data on behalf of the Client to the Bank:

- Company.
- Legal form.
- Company registration number
- Statutory seat, central administration or principal place of business (street, number, ZIP code, town, state).
- Phone number.
- Fax number.
- E-Mail-address.
- Names of the members of the representative body or the legal representative (first and last name).
- Beneficial owner.
- Reference account details (credit institute, bank account number, bank identifier code)
- this reference account data serves as a payment account for remittance transfers less any charges, unless another payment account has been indicated for this purpose
- Copy of an extract of the trade register.

6.1.6. Ingenious shall not be obliged to check the results determined by the Software.

6.1.7. The handling of payments by the bank is not the subject matter of this contract.

6.1.8. By using Ingenious .pay and confirming KPIs, the Client may if applicable give payment instructions directly to the bank. The information is forwarded automatically via the API when the Software is used and in the process Ingenious shall neither act as a representative nor as a messenger but solely as a technical service provider.

6.1.9. The Client shall be responsible for transferring an appropriate and sufficient budget for a campaign to the bank's paying office collective account. Ingenious shall not be obliged to ensure or check if there are sufficient funds in the account.

6.1.10. If the budget is used by a third party, eg. an agency, any payments are deemed as payments by the Client. This does not apply if the third party itself is a joint holder of the paying office account.

6.1.11. To be able to make full use of Ingenious .pay, it is necessary that the partners to which commissions are to be paid hold an account with the bank. It is the Client's responsibility to arrange for an appropriate contractual obligation of the partners. This will also apply if the Client has not entered into a direct contractual relationship with partners (e.g. because of a direct contractual relationship between the Client's customers and the existing partners).

6.1.12. The Client shall advise Ingenious of reference accounts of the partners to which the Bank can pay out money if necessary. Ingenious will verify these reference accounts with a so-called "1-cent bank transfer". In case of a negative result, the concerned partners may not be included in Ingenious .pay.

6.2. Monitoring of the account balances

6.2.1. Ingenious shall check the account turnover and monitor the proper balance of the accounts using the data provided by the Bank and by making a comparison with the results determined automatically by the Software but at no time shall Ingenious have any right to dispose of the amounts transferred to the respective paying office account.

6.2.2. The Client shall grant to Ingenious a comprehensive right to read the respective paying office account at the Bank and also to ensure that its partners will grant appropriate rights of inspection to Ingenious. The right shall in particular imply that Ingenious can at any time view the account balance and all account transactions of the Client and the partners.

6.2.3. Should Ingenious find faulty account transactions, it shall inform the Client and send it the transaction file. A fault shall be in particular if the account transactions do not correspond to the payment data determined by the Software.

6.3. Change of bank and services without the involvement of a bank

6.3.1. During the term of the contract, Ingenious shall be entitled to use another Bank to discharge the obligations under this contract. In that case, the Client shall conclude appropriate agreements with the new Bank specified by Ingenious.

6.3.2. Where the parties hereto have agreed to use Ingenious, pay without involving the Bank, the service provided by Ingenious in connection with the use of Ingenious .pay shall be restricted to providing the account data determined by the Software to the Client. In that case, the Client itself shall do the accounting for the campaign.

7. Customer Services, Customer Support, Trainings, Managed Services

7.1.1. If the parties agree on further Services, Ingenious provides consulting and operational services for the use of the Software. The service levels are contained in the order form. Ingenious shall be responsible for the performance of the consultancy services and not for ensuring success.

7.1.2. Unless otherwise agreed, the initial duration of the services is 12 months. The duration will be automatically extended by 6 months, unless the services are terminated at the end of the term by giving 3 months' notice. Section 11 shall remain unaffected with regard to the contract period.

8. Obligations in the case of other service provision contracts

8.1. Where other service provision contracts are agreed (in particular individual adjustments of the Software, training courses and support services), Ingenious shall deliver the work in the period and to the extent agreed. The details of the services to be provided by Ingenious result from the respective order and, if concluded, a separate agreement. Ingenious shall owe the provision of the services agreed but not the bringing about of a certain outcome.

8.2. Ingenious shall be entitled to use subcontractors to provide services and to exchange both subcontractors and individuals used to provide the service agreed without the express consent of the Client, provided this is acceptable for the Client. Ingenious cannot derive any rights from any delay which may be caused by such an exchange.

8.3. When selecting the persons to perform the service provision contract, Ingenious shall take reasonable account of the Client's interests. Ingenious shall be entitled to commission and involve other external services providers to support the performance of a service.

9. Remuneration, payment terms and consequences of default

9.1. All agreed prices shall be net prices to which the applicable statutory value-added tax shall be added.

9.2. Unless expressly agreed otherwise in writing, payments must be made in advance on the first day of every month.

9.3. The set-up-fee is due upon the conclusion of the contract. The set-up-fee covers the expenses for a limited amount of consulting work and the set-up within the first three months (set-up period). If the consulting exceeds the consulting work during the set-up period, any further consulting will be charged 100 Euro per hour.

- 9.4.** The customer-support-fees are due once a year in advance.
- 9.5.** The Technology Fee is calculated based on the KPIs set by the Client and provisions in the Software. If the Client entered a provision of 0 Euro, Ingenious may fix the technology fee according to the particular circumstances at its own discretion.
- 9.6.** When the contract is concluded the parties agree on an expected monthly Technology-Fee and specify that fee in the contract form (Technology-Fee-Forecast).
- 9.7.** At the latest three months after the conclusion of the contract a monthly minimum-Technology-Fee of 50 % of the Technology-Fee-Forecast is due.
- 9.8.** The invoicing is done at the beginning of the settlement period. The Technology Fee is estimated based on the tracking and can be continuously adjusted; differing amounts will be offset. The first invoice amount is estimated at Ingenious' own discretion.
- 9.9.** If the parties agreed on services according to section 6 hereof (Ingenious .pay), the Client thereby consents, that due amounts are transferred paying office account to Ingenious.
- 9.10.** Remuneration for additional services (e.g. further services according to section 8 hereof) are invoiced monthly according to work performed.
- 9.11.** The Client shall be obliged to bear travel expenses incurred by Ingenious in the context of this contract after invoicing by Ingenious.
- 9.12.** In the event of default of payment, Ingenious shall be entitled to charge the Client interest at a rate of 8 percentage points on top of the base rate.
- 9.13.** In the event of default of payment, Ingenious shall be entitled to stop carrying out current orders and campaigns until all due amounts have been paid in full.
- 9.14.** If the default of payment constitutes a reason of termination (section 11.3 hereof), Ingenious may, rather than terminate the contract, block the access to the Client's account and/or stop the tracking and/or cease to carry out other services until the outstanding amount is settled.
- 9.15.** Any assignment of claims against Ingenious shall require the express written consent of Ingenious.

10. Warranty and liability

- 10.1.** The warranty provisions of Section 535 et seq. of the German Civil Code shall apply with regard to the granting of the possibility to use the Software. The claim for damages regardless of fault in accordance with Section 536a paragraph 1 option 1 of the German Civil Code shall be ruled out.
- 10.2.** The Client shall be obliged to examine the contractual Software and its operability as soon as it is given the possibility to use it and to give written notice of any defect together with a precise description of the fault. Should the Client fail to give notice, the Software shall be deemed to have been approved, unless the defect was impossible to detect during the examination. The same shall apply by analogy to defects that occur at a later time.
- 10.3.** A prerequisite to default of defect remedy shall be the fixing of a reasonable time limit for fault correction by the Client. If the time limit expires, the Client shall be entitled to set Ingenious

another reasonable preclusive time limit for fault correction. Should Ingenious fail to remedy the defect within that time limit, the Client shall be entitled to reasonably reduce the agreed remuneration. All time limits shall be fixed in writing.

- 10.4.** Apart from that, the provisions of the law regarding contracts of service in accordance with Section 611 et seq. of the German Civil Code shall apply, with the Client's claims against Ingenious based on defective performance or defects in the provision of the services becoming statute-barred six months after the day on which they have arisen and the Client gains knowledge of the circumstances giving rise to the claim or fails to gain such knowledge due to gross negligence or wilful intent.
- 10.5.** Ingenious and/or its vicarious agents and/or legal representatives shall be liable only for gross negligence or wilful intent. Contractual and non-contractual liability for any damage to property, financial loss, lost profit and consequential damage caused by a defect suffered by the Client shall be ruled out in the case of slight negligence, except where liability for breach of a material contractual obligation (*Kardinalpflicht*) is concerned. A material contractual obligation is an obligation the discharge of which makes proper performance of the contract possible in the first place and discharge of which the Client may regularly rely on. In any case of a slightly negligent breach of a material contractual obligation, liability shall be limited as regards its amount to the foreseeable damage typical for the contract.
- 10.6.** In addition, liability shall be ruled out, with the exclusion of liability not applying in any case of injury to life, body or health of a person and not to liability under the product liability act.
- 10.7.** As a service provider, Ingenious cannot be held liable for any damage caused due to technical malfunction or impairment of the performance of providers or other third parties. Ingenious shall likewise not be liable for any damage which the Client might have prevented by taking reasonable measures, in particular by making backups of programs and data on a regular basis, at least daily.

11. Term and termination of the contract

- 11.1.** The contract shall come into force upon signing. The contract is concluded for an indefinite period and can be terminated at the end of the month by giving 12 months' notice, unless otherwise agreed individually in writing.
- 11.2.** Ordinary notice of termination before the expiry of an agreed minimum term of contract shall be ruled out. Unless otherwise agreed, a minimum term of contract of 24 months shall apply. The right to terminate the contract without notice for an important reason shall not be affected.
- 11.3.** An important reason for termination by Ingenious shall be in particular if:
- The Client, despite a warning, fails to discharge its obligation to pay the remuneration;
 - The Client falls behind with the payment of the monthly remuneration by an amount equal to the remuneration for two months;
 - A claim is asserted against Ingenious by a third party due to an alleged infringement of a right in connection with its activities for the Client; or
 - The Client severely breaches its contractual duty to cooperate or, in the case of a less serious breach of contract, fails to stop the behaviour complained about despite appropriate notice.
 - The Client against section 4.9.1 does not comply with data protection standards or – regardless of compliance with data protection standards – data protection or data security problems become publicly known, especially if customer data is exposed to unauthorized

access.

- 11.4.** An important reason entitling the Client to terminate the contract because of defects of the Software shall exist only in the case of a substantial defect and only if the Client proceeds as set forth at 10.2 and 10.3 hereof. In the event, Ingenious failed to remedy the defect or grant access to acceptable alternatives within the reasonable preclusive time limit. A defect of the Software shall be regarded as substantial only if an essential component of the Software does not, or basically not, function.
- 11.5.** Any notice of termination shall be valid only if made in writing (Section 126b of the German Civil Code).

12. Confidentiality and data privacy

- 12.1.** The parties hereto undertake to treat as confidential any and all company and business information and knowledge of the other party obtained in connection with the performance of this contract and to not disclose such information or knowledge to any third party without the prior consent of the other party and to impose an appropriate obligation on its employees and vicarious agents. This shall not apply where such information or knowledge is public or already known to the receiving party at the time of disclosure. This obligation shall continue to exist after the termination of the contractual relationship.
- 12.2.** All documents handed over to Ingenious by the Client are confidential. Ingenious shall keep them carefully and return them to the Client at its request. Ingenious shall not have a right to retain these documents. Ingenious shall be entitled to make copies for the purpose of preserving findings and evidence.
- 12.3.** Where Ingenious needs to process personal data to provide the services, it shall comply with the provisions of the data privacy acts.
- 12.4.** In the context of the cooperation, it cannot be ruled out that Ingenious may obtain personal data of the Client's customers or prospective customers. Ingenious attaches the greatest importance to the confidentiality and protection of data. Ingenious observes the principle of data economy and shall delete personal data of the Client's customers or prospective customers which it obtains at the latest four weeks after payment of the remuneration agreed for the underlying marketing campaign. Ingenious shall protect data in compliance with current standards and technological advance and using encryption methods required by the sensitivity of the data. Ingenious shall be entitled to process collected data in anonymous form, e.g. to statistically evaluate marketing measures and contribute to the improvement of campaigns. The anonymous data does not allow any inferences to be drawn about the cooperation partner or its customers.

13. Final provisions

- 13.1.** The law of the Federal Republic of Germany, excluding application of the UN Convention on Contracts for the International Sale of Goods, shall exclusively govern any dispute between the parties hereto. The place of fulfilment and jurisdiction for any dispute arising from or in connection with this contract, irrespective of the legal basis, shall be Berlin.
- 13.2.** Any supplement or amendment to these GTC or the underlying contract shall only be valid if made in writing (Section 126b of the German Civil Code). This shall likewise apply to any alteration of this provision.

- 13.3.** Ingenious shall be entitled to alter the contractual terms and conditions by giving 28 days' prior notice. If the GTC are altered, the Client shall have a special right of cancellation which shall have to be exercised within one week of receipt of the notice.
- 13.4.** The Client shall be entitled to set off any liabilities under this contract only against such receivables from Ingenious the existence of which has been legally decided or which Ingenious has expressly recognised as a written declaration.
- 13.5.** Ingenious shall be entitled to assign this contract with all rights and obligations stipulated in it to a subsidiary or sister company. Such assignment shall become effective 28 days after notification of the Client.
- 13.6.** Should any individual provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions.