

## eSagu GmbH

General Terms and Conditions of Business ("GTC")  
(As amended on 19 July 2022)

Preamble eSagu GmbH (referred to hereinafter as "ESAGU"),

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operates software developed by ESAGU itself. The web service offered by ESAGU enables commercial dealers to automatically adjust their selling prices on the Amazon trading platform to the prices of their competitors.

ESAGU offers the customer the possibility to temporarily use the software application on the servers of ESAGU to store application data there for a fee. These General Terms and Conditions of Business ("GTC") lay down the conditions under which ESAGU provides CUSTOMER with the possibility of temporary use of the software.

ESAGU is absolutely independent of any trading platforms both in legal and economic respect. ESAGU is not a vicarious agent or otherwise engaged by any trading platform in the fulfilment of the platform's obligations ("Erfüllungsgehilfe") or otherwise legally associated with, or otherwise related to, any supported trading platforms either. In no case will ESAGU be a party to any contract concluded between Customer and the Amazon trading platform or other trading platforms. Consequently, ESAGU does not assume any contractual duties under these contracts. This also applies with respect to contracts which are based on prices that have been determined by the ESAGU software.

### § 1 Scope of application / General provisions

11 The business relationship between eSagu GmbH, Köhlstr. 10 a, 50827 Cologne, Germany, represented by the managing directors Guido Krömer, Samuel Abraham, Piotr Rode, ibidem (referred to hereinafter as ESAGU) and the customer (referred to hereinafter as Customer) is exclusively governed by the following General Terms and Conditions of Business in the version valid at the time of contract conclusion. ESAGU does not accept any deviating conditions of Customer or third parties unless ESAGU has explicitly consented to such conditions in writing.

12 Unless otherwise agreed, the GTC in the version provided to Customer shall apply as a framework agreement also for future contracts of the same or a similar kind, without any need for ESAGU to make separate reference to these GTC again.

13 The products offered under the domain [www.esagu.de](http://www.esagu.de) are exclusively intended for Customers who have reached the age of 18, have full legal capacity and are entrepreneurs. "Entrepreneurs" within the meaning hereof shall be individuals, legal entities or partnerships with legal capacity that conclude the contract for the purposes of their commercial or other self-employed professional activities.

14 The contract language is German. In the case of discrepancies between different language versions, the German version shall prevail and be solely authoritative.

### § 2 Subject matter of the contract

2.1 ESAGU operates an Internet-based software application specifically developed by ESAGU for price optimisation in the context of online trading systems, which enables commercial dealers to automatically adjust their prices on various trading platforms (e.g. Amazon, eBay) to the prices of their competitors (referred to hereinafter as "RePricing"). The subject matter of this contract is the temporary provision by ESAGU of the RePricing software application hosted on the ESAGU servers to the registered Customer for use of the software functions and features by remote data connection via the Internet, the grant of the rights of use required for this and the provision of storage space for the data generated by Customer through the use of RePricing and/or necessary for the use of RePricing (referred to hereinafter as Application Data) to the agreed extent against payment of the agreed fee. The functional scope of RePricing is described in detail in the performance specifications at [www.esagu.de](http://www.esagu.de). The performance specifications are a mere description of the services offered; they are not an express warranty or guarantee.

2.2 RePricing is used through a web browser. The responsibility of ESAGU commences at the point of delivery. The point of delivery from ESAGU to Customer shall be the interface between the Internet

as a medium and the RePricing environment which is hosted on ESAGU's servers.

2.3 ESAGU only provides the RePricing software and has no economic or legal relations with the trading platforms used by Customer. ESAGU is neither a vicarious agent or otherwise engaged by any trading platform in the fulfilment of the platform's obligations ("Erfüllungsgehilfe") nor will ESAGU be a party to the contracts concluded between Customer and the trading platform or third parties.

### § 3 Registration / Contract conclusion 3.1

#### Free trial subscription to RePricing

3.1.1 Customer can test RePricing for free during a one-off trial period of 14 days. After clicking the button "Start free trial" or "Start trial", Customer is redirected to the log-in area where Customers can register with their email address and password. By clicking the button "Sign up", Customer submits an offer for conclusion of a contract for free trial use of RePricing. Customer can terminate the registration process at any time before the registration is completed by closing the browser. If Customer has an Amazon account, Customer may alternatively click the Button "Login with Amazon" to register. Customer is then redirected to the Amazon platform where Customer can click the "Login" button to submit the offer for conclusion of a contract for free trial use. The process can be terminated at any time before the registration is completed by closing the browser or clicking the [Cancel] button. ESAGU will confirm receipt of the offer by email without undue delay ("unverzüglich"). With the confirmation email, Customer receives an activation code. Customer, after consenting to the GTC of ESAGU by clicking the checkbox and by clicking the activation code, requests ESAGU to activate the Customer account. ESAGU shall be deemed to accept Customer's offer for contract conclusion by activating the Customer account. The contract for use of the software between ESAGU and Customer shall only be deemed concluded with ESAGU's acceptance of Customer's offer.

3.1.2 The trial period runs from the time of activation and gives Customer the right to use the service free of charge according to these GTC. Both the trial period and the contract expire automatically after 14 days of the activation, without any right of either party to extension, renewal or conclusion of a new contract with costs. If no contract with costs is concluded, the Customer account and all stored data will be finally

and permanently deleted after 30 days of expiry of the trial period at the latest. Notice or declaration of termination of the contract is not required. ESAGU is entitled at any time during the free trial period to cancel the activation of the Customer account, discontinue the use of RePricing and thus terminate the contract unilaterally with immediate effect, without giving any reasons. Customer is not entitled to use the trial version several times. If Customer circumvents these GTC by using the software under different names even though Customer's identity is the same and/or by making the software available to third parties, ESAGU shall be entitled to block the use of the trial version by Customer.

#### 3.2 Conclusion of a RePricing contract with costs

3.2.1 Alternatively, Customer has the possibility to enter into a contract with costs with ESAGU during the trial period. Before the expiry of the free trial period, Customer is informed that the use of the software can be continued beyond the 14-day trial period for a fee by clicking the button "Your xx RePricing trial ends in xx days". If a contract for use of the services with costs is concluded, the term of such a contract with costs shall commence upon expiry of the trial period.

3.2.2 After clicking the button "Your xx RePricing trial ends in xx days", Customer can initially select a minimum term of several months (e.g. 3, 6, 12, 24 months). To that end, Customer enters the requested data (master data, SEPA Direct Debit, PayPal, payment details etc.) in the provided form. Customer accepts the GTC of ESAGU by clicking the checkbox. By clicking the "Sign contract" button, Customer submits a binding offer for conclusion of a contract with costs. Customer shall be bound to the offer for three working days ("Werktage"). ESAGU confirms receipt ("Zugang") of the offer by an email sent to Customer usually within 24 hours. If ESAGU accepts Customer's offer for contract conclusion, the declaration of acceptance (order confirmation) will be sent by email within three working days ("Werktage"). The contract with costs is deemed concluded with ESAGU's declaration of acceptance.

#### 3.3 Contract with costs for the additional easyBox feature

3.3.1 If Customer has already entered into a RePricing contract with ESAGU, Customer can opt for "easyBox" to use additional functions and features. After logging

in to the easyBox page, Customer can select one of several different packages with different prices which are available on that page. By clicking the button "Book package", Customer submits an offer for conclusion of the easyBox contract with costs. Customer shall be bound to the offer for three working days ("Werktage"). ESAGU confirms receipt ("Zugang") of the offer by an email sent to Customer usually within 24 hours. If ESAGU accepts Customer's offer for contract conclusion, the declaration of acceptance (order confirmation) will be sent by email within three working days ("Werktage"). The contract with costs is deemed concluded with ESAGU's declaration of acceptance.

3.3.2 An easyBox contract is concluded for a duration of 30 days of conclusion of the easyBox contract. The contract is renewed automatically for another 30 days at a time unless 14 days' notice of termination is given in text form ("Textform" acc. to § 126b BGB – German Civil Code) prior to the expiry of the respective contract term. In any case, the contract for use of the additional easyBox feature ends at the time of expiry of the RePricing contract under sec. 3.2 of these GTC at the latest.

#### 3.4 Contract with costs for the additional CustomCode feature

"CustomCode" refers to the customised RePricing function of the standard software as individually adapted to Customer requirements. For such purpose, ESAGU prepares an offer for one-off customisation based on Customer's specifications, which Customer can accept by email. The contract is deemed concluded with Customer's acceptance. ESAGU shall be bound to its offers for a period of 7 days.

After contract conclusion, ESAGU generates the CustomCode, which is made live after testing. This service is charged with the monthly invoice.

3.5 ESAGU reserves the right to reject offers for the conclusion of contracts with costs without stating the reasons for the rejection.

#### § 4 Availability

4.1 ESAGU ensures 99% monthly availability, less any agreed maintenance periods and less outage times which are not the responsibility of ESAGU ("nicht zu

vertreten haben").

4.2 ESAGU is entitled to carry out servicing and maintenance work and suspend or restrict the provision of RePricing during such times (so-called downtime). ESAGU shall inform Customer of any intended servicing or maintenance and shall coordinate the maintenance periods with Customer. However, the downtime shall not exceed 2 hours per month.

4.3 The liability of ESAGU under sec. 9 hereof remains unaffected, regardless of the availability quota.

#### § 5 Rights and duties of ESAGU

5.1 ESAGU makes RePricing available to Customer for a fee during the term of the contract. The scope and content of the software provision are laid down in the performance specifications and price list available at [www.esagu.de](http://www.esagu.de). RePricing shall be deemed made available in operable condition with the activation of the user account.

5.2 ESAGU provides, services and maintains the technical server landscapes necessary for the provision of the services. For such purpose, ESAGU may engage third parties as subcontractors.

5.3 During the contract term, ESAGU carries out daily backups of the data on the servers by a current data backup medium. ESAGU is however under no contractual obligation to archive the data backup media. Customer is not entitled to claim delivery of the data backup medium.

5.4 ESAGU is entitled to change and optimise RePricing in any way whatsoever provided the purpose of this contract is not substantially impaired or endangered. Services which ESAGU provides for free can be discontinued at any time without prior notice.

#### § 6 Rights and duties of Customer

6.1 Customer assures and warrants that the provided information is correct and complete. Customer shall notify ESAGU without undue delay ("unverzüglich") of any changes of the data necessary for the performance of the contract. Customer shall only use RePricing to the contractually agreed extent and shall fulfil all duties necessary for the execution of the services under the contract completely, in a proper technical manner and in due time and shall in

- particular pay any agreed remuneration within the agreed payment periods.
- 6.2 Customer shall protect the usage and access authorisation data assigned to Customer and/or the authorised users as well as all identification and authentication safeguards against access by third parties and shall not disclose them to unauthorised users. Customer is obliged to immediately inform ESAGU if Customer becomes aware of any indication suggesting that a third party has illegally become privy to access authorisation data.
- 6.3 Customer shall not, and shall not cause unauthorised third parties to, make unauthorised access to, or retrieval of, information or data or interfere, or cause others to interfere, with programs operated by ESAGU, or undertake unauthorised intrusion into the data networks of ESAGU.
- 6.4 Customer shall ensure the availability of the hardware and software necessary for Internet use as well as the necessary Internet access. Customer shall in particular make sure that common Internet browsers are used and kept up to date. The implementation of these prerequisites as well as the availability of the telecommunication services for transmission from the server to the devices used by Customer are not part of the contract but are the sole responsibility of Customer.
- 6.5 During the contract term, Customer is obliged to ensure and maintain online access to the relevant trading platforms, which is necessary for the provision of the services and for the calculation of the remuneration payable to ESAGU.
- 6.6 In the event that Customer replaces its initial trading platform account by another account with that trading platform or establishes a new account while using RePricing, Customer shall notify ESAGU thereof without undue delay ("unverzüglich").
- 6.7 Customer shall implement appropriate measures for data backup according to the diligence and care of a prudent businessperson ("Sorgfalt eines ordentlichen Kaufmanns") to ensure that the Application Data from the databases, which are kept available in machinereadable format, can be recovered with reasonable cost and effort.
- 6.8 Customer is obliged to check Application Data and information for viruses before sending them to ESAGU, to use state-of-the-art antivirus software and refrain from uploading malware and/or data containing viruses and from any other measures which might impair the operation of RePricing or ESAGU.
- 6.9 Customer, while using RePricing, shall comply with all applicable laws and other legal provisions and requirements of the Federal Republic of Germany. Customer warrants, and is responsible to ensure, that any misuse of RePricing is prevented. In case content is transmitted or provided, Customer warrants, and is responsible to ensure, that the content is free from third-party rights including, without limitation, copyrights and rights in names and trademarks which would restrict or prevent the use / processing as agreed herein. The transmission of illegal, right-wing extremist, pornographic, racist or immoral content as well as the transmission of content that is contrary to the morals and common sense of decency of all people relying on equity and fairness ("Anstandsgefühl aller billig und gerecht Denkenden") is forbidden. If a third party holds ESAGU liable for claims which are based on a culpable (intentional or negligent) infringement of third-party proprietary rights by Customer, Customer shall indemnify ESAGU from any and all costs and damages upon first request. In the case of a legal dispute, Customer shall bear all costs necessarily incurred in connection therewith. The parties shall mutually notify each other without undue delay ("unverzüglich") of any assertion of third-party claims.
- 6.10 Customer is obliged to enter into RePricing all Application Data that are necessary for the use and the execution of the contract. Customer is further obliged to check the prices provided to the trading platform by ESAGU for obvious incorrectness and shall notify ESAGU in text form ("Textform" acc. to § 126b BGB – German Civil Code) of any incorrectness without undue delay ("unverzüglich").
- 6.11 Customer shall not assign the rights and duties under the contract to a third party without the written consent by ESAGU.
- 6.12 Customer is not allowed to establish a new account with ESAGU after Customer's account has been blocked and/or terminated by ESAGU.

## § 7 Grant of rights / Violation of granted rights

7.1 Customer and the users (personnel) authorised by Customer are granted the non-exclusive right, which is limited to the contract term and subject to payment of the agreed remuneration, to access RePricing by telecommunication means and use the functions and features related to RePricing through a browser in accordance with the provisions of this contract. Customer is not granted any further rights beyond the aforesaid, in particular no rights in software applications, source codes or operating software.

7.2 Customer shall not use RePricing beyond the scope of use agreed to herein. In particular, Customer shall not copy, reproduce, sell, lease, rent, lend or otherwise temporarily provide RePricing or parts thereof to others. The rights under §§ 69 d, 69e UrhG (German Copyright Act) remain unaffected.

7.3 If Customer is responsible ("zu vertreten haben") for any violation of the provisions under sec. 7.1 or 7.2, ESAGU shall be entitled – subject to prior written notice – to block access by Customer to RePricing or the Application Data if the blocking is demonstrably suitable to stop the violation. If Customer, despite a written warning from ESAGU, continues or repeats the violation of sec. 7.1 or 7.2 and if Customer is responsible ("zu vertreten haben") for this, ESAGU shall be entitled to terminate the contract for cause without observing a notice period ("außerordentliche Kündigung").

7.4 In the event of a culpable (intentional or negligent) unauthorised use or grant of use, Customer shall pay to ESAGU an immediately due contractual penalty of EUR 750.00. ESAGU also reserves the right to claim damages. In the latter case, any paid contractual penalty shall be set off against the claim for damages.

7.5 If ESAGU provides new versions, updates, upgrades or other new supplies with respect to RePricing, the foregoing rights shall also apply to these versions and supplies.

7.6 Customer grants ESAGU an irrevocable right, free of charge and unlimited in terms of the type of use and territorial validity but temporally limited to the term of the existing contract, to use Customer's Application Data for the agreed contract purpose.

## § 8 Prices / Terms of payment

8.1 Unless otherwise agreed between the parties, all prices are in EUR, net, plus statutory VAT, per Customer account activated with costs.

8.2 The prices of ESAGU valid at the time of contract conclusion shall apply.

8.3 Invoices are issued electronically, sent by email and are also available under the menu item "My account / Invoices" in RePricing. Customer agrees to this. Customer shall be notified by email every time a new invoice has been issued and also of the date of the SEPA Direct Debit (SEPA Prenotification).

8.4 Depending on the contract term chosen, the remuneration consists of a monthly basic fee independent of the usage volume as an administration and processing flat rate on the one hand and of usage-dependent remuneration (commission) according to the price list of ESAGU valid at the time of commissioning on the other hand. The monthly basic fee is EUR 48.00 net and is set off against any additional remuneration.

8.5 The usage-dependent remuneration (commission) is charged subsequently on a monthly basis according to the number of items sold. Sold items shall be all items sold by Customer, regardless of subsequent cancellations, refunding and returns. Sold items shall also include items not dispatched by Customer but by a third provider (such as the Amazon or eBay platforms) acting on Customer's behalf.

8.6 In the case of contracts with costs, the first invoicing period runs from the time of contract conclusion and ends at the end of the respective month at midnight (for example: start: 18 April, 3:56:12 p.m., end: 30 April, 11:59:59 p.m.). The invoicing date shall always be the last day of the respective month. ESAGU shall inform Customer of the applicable invoicing periods and processed sales by email upon request.

8.7 The remuneration claims of ESAGU are due for payment 14 days after receipt ("Zugang") of the invoice at the latest.

8.8 ESAGU offers Customers with a bank account in the Federal Republic of Germany invoice-based payment or payment by SEPA Core Direct Debit. In the latter case, Customer authorises ESAGU by SEPA Core Direct Debit mandate to collect all remuneration

amounts accrued. The mandate shall also be valid for new bank accounts communicated by Customer.

8.9 Customers without a bank account in the Federal Republic of Germany can take part in the SEPA Direct Debit Scheme or pay via bank transfer and via "PayPal". In the latter case, the payment is processed by the payment service provider PayPal (Europe) Sàrl. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449, Luxembourg in accordance with the PayPal User Agreement, which is available at:

[https://www.paypal.com/de/webapps/mpp/ua/us-eragreement-full?localex=en\\_de](https://www.paypal.com/de/webapps/mpp/ua/us-eragreement-full?localex=en_de)

In case of a bank transfer, ESAGU is entitled to pass on to the customer any fees charged to ESAGU by the banking institutions involved.

8.10 Customer is obliged to ensure sufficient bank account funding during the contract term. If the amount due cannot be collected for insufficient funding due to Customer's fault, Customer shall bear all additional costs incurred thereby. The same shall apply if Customer wrongfully cancels the direct debit.

8.11 Customer shall cooperate and provide all information required to enable ESAGU to correctly calculate the amount of the usage-dependent fees. Customer shall in particular provide proper and complete information about the usage-dependent amounts received for the sold items. Customer shall fulfil its information duty by enabling ESAGU in a technically expedient manner to access Customer's seller account on the relevant trading platform via RePricing to inspect and read the sales which ESAGU has processed for Customer during the invoicing period.

8.12 ESAGU will check at regular intervals before issue of the invoices whether or not Customer complies with its duty to enable access to the Customer account on the relevant platform via the software. If Customer fails to enable access by ESAGU to the trading platform account and thus prevents ESAGU from properly determining the number of items sold by the invoicing date, ESAGU shall be entitled to compute the number of sold items on the basis of the average sales figures of the last three months or, in case the contract only runs for three months, on the basis of the average sales figures of the last month. In addition to the so calculated commission, Customer shall pay to ESAGU contractual penalty of EUR 25.00.

8.13 If Customer is in default of payment of the remuneration for at least 2 months, ESAGU shall be entitled, following an unsuccessful reminder and subject to a prior warning by email, to temporarily block access to RePricing until the outstanding amounts have been paid in full. ESAGU will inform Customer in the warning of the intended commencement date of the temporary blocking. The temporary blocking of services is without prejudice to Customer's payment obligation. The same shall apply if Customer fails to grant ESAGU the necessary access to the trading platform account.

8.14 If, in the case described in sec. 8.13, Customer also deprives ESAGU of the possibility to henceforth properly determine the number of sold items – especially by removing the token –, ESAGU shall be entitled to compute the number of sold items on the basis of the average sales figures of the last three months or, in case the contract only runs for three months, on the basis of the sales figures of the last month. In addition to the so calculated commission, Customer shall pay to ESAGU contractual penalty of EUR 25.00.

8.15 Non-usage by Customer of the services provided by ESAGU (e.g. due to deactivation of the price upload) does not release Customer from its obligation to render the agreed consideration, especially to pay the remuneration due.

## § 9 Warranty and liability

9.1 ESAGU does not assume any warranty for damage and/or disturbances caused by a culpable (intentional or negligent) breach of the contract by Customer. Customer, if requested by ESAGU, shall use its best endeavours to help ESAGU identify and eliminate any errors.

9.2 If the services provided by ESAGU prove to be defective, ESAGU shall within a reasonable period in its discretion either remedy the defect or render the relevant service anew, free of defects (subsequent performance – "Nacherfüllung").

9.3 In the case of intentional or grossly negligent misconduct, ESAGU shall be liable for damages according to the statutory provisions. ESAGU shall be liable for any injury to the life or limb or health caused by negligence. ESAGU shall be liable in any case of liability under the provisions of the

Produkthaftungsgesetz (German Product Liability Act) and also in the case of fraudulent concealment of a defect or if ESAGU has given an express warranty or guarantee for the quality of the service.

ESAGU shall be liable for late performance ("Schuldnerverzug") according to the statutory provisions; the amount of liability shall however be limited to the foreseeable damage typically related to the contract.

9.4 In the case of slightly negligent ("leicht fahrlässig") breach of a duty which is essential for the achievement of the contract purpose (so-called "Kardinalpflicht"), ESAGU's liability shall be limited to the amount of the damage that is foreseeable and typical with respect to the specific transaction in question.

9.5 The liability for loss of data shall be limited to the typical expenses that would have been incurred for data recovery if backup copies had been made regularly and in due consideration of the existing risk, except if any of the cases set out in sec. 9.3 or 9.4 above applies.

9.6 ESAGU shall neither be liable for the proper functioning of the telecommunication connection (telephone / ISDN / DSL lines, etc.) to ESAGU's own server in the case of power outage nor for the failure or breakdown of servers which are not under ESAGU's control. Furthermore, ESAGU shall not be liable for damage caused by force majeure or similar incidents. Similar incidents shall include, without limitation, strike, official orders by authorities, failure or breakdown of communication networks or gateways of other operators as well as disturbances or failures in areas under the control of other telecommunication or service providers.

9.7 No-fault liability of ESAGU for damages (§ 536 a BGB – German Civil Code) due to defects already existing at the time of contract conclusion is excluded. Sec. 9.3. and sec. 9.4. of these GTC remain unaffected.

9.8 Any further liability of ESAGU is excluded.

9.9 The foregoing limitation of liability also applies to any personal liability of ESAGU's employees, representatives, officers and executive bodies.

#### § 10 Data collection / Privacy

10.1 Information on how ESAGU collects data is available in the privacy policy at <https://www.esagu.de/en/legal/privacy>

In case Customer collects, processes or uses personal data by its own means or in the context of RePricing, Customer warrants, and is responsible to ensure, that such processing is duly authorised under the applicable provisions and, in the case of noncompliance, Customer shall indemnify ESAGU from any third-party claims upon first request.

#### § 11 Contract term / Termination / Deletion of user account

11.1 The term of the contract corresponds to the duration of the usage contract concluded between the parties.

11.2 The contract shall be automatically renewed for the initially agreed minimum period unless Customer or ESAGU gives 30 days' notice of termination for the end of the contract term. Sections 3.3.2 and 3.4.2 remain unaffected.

11.3 The right to terminate the contract for cause remains unaffected. Cause for termination shall include, without limitation:

- a. Any culpable (intentional or negligent) breach of essential contractual duties ("wesentliche Vertragspflichten") if the breach is not remedied within a reasonable period despite prior warning;
- b. Technical obstacles which were not foreseeable at the time of contract conclusion and render the continuation of the services impossible;
- c. Any culpable (intentional or negligent) breach of Customer's obligation to inform ESAGU of any changes in the trading platform accounts;
- d. Any culpable (intentional or negligent) prevention by Customer of ESAGU's access to Customer's trading platform accounts.

11.4 The right to terminate the contract according to § 543 subs. 2 No. 1 BGB (German Civil Code) for nonpermission of use in conformity with the contract may only be exercised after ESAGU has been granted

reasonable time for defect remedy and such remedy has failed.

11.5 Any notice of termination must be given in text form ("Textform" acc. to § 126b BGB – German Civil Code) (e.g. by email).

11.6 ESAGU deletes any content and data entered by Customer without undue delay ("unverzüglich") after contract termination if and to the extent that ESAGU is not obliged by law to retain / further store the data or that the parties have agreed otherwise.

#### § 12 Reservation of the right to change

ESAGU reserves the right to change these GTC if the changes are objectively justified. A change shall be deemed objectively justified for instance if the legal situation or the legal framework has changed (for instance if a clause is found to be invalid by the courts) or if the equivalence existing at the time of contract conclusion is more than insignificantly impaired due to unforeseeable changes which were not caused by ESAGU and are beyond ESAGU's control. The foregoing examples are not exhaustive. In any case, a change affecting Customer's contract is subject to Customer's consent to the contract change by electronic communication (e.g. through the online account). If Customer does not consent to the change, ESAGU shall be entitled to terminate the contractual relationship with Customer, observing a reasonable notice period. The respective current version of the GTC is available for inspection and download at: <https://www.esagu.de/en/legal/terms-andconditions>

#### § 13 Miscellaneous

13.1 Customer may only set its own counterclaims off against the claims of ESAGU if the counterclaims are undisputed or have become res judicata.

13.2 Customer shall not be entitled to exercise any right of retention which is not based on a right arising from precisely this contractual relationship.

13.3 Customer may only assign its rights under this contract to a third party with the prior consent by ESAGU; § 354 a HGB (German Commercial Code) remains unaffected.

13.4 All contract texts and documents will be stored. The GTC are at any time available for inspection and download at: <https://www.esagu.de/en/legal/terms-andconditions>

#### § 14 Final provisions

14.1 Unless otherwise agreed between the parties, the entire contractual relationship between ESAGU and Customer shall be governed by German law, subject to the exclusion of UN Sales Law.

14.2 The place of performance ("Erfüllungsort") for any and all claims against ESAGU is the corporate domicile of ESAGU.

14.3 The place of jurisdiction for all disputes arising out of the contractual relationship is Cologne provided that Customer is a merchant, legal entity under public law or a special fund under public law ("öffentlichrechtliches Sondervermögen"). ESAGU may however also sue Customer at the place of general jurisdiction applicable to Customer ("allgemeiner Gerichtsstand"). This shall not apply if such an approach would be contrary to mandatory statutory provisions within the meaning of Articles 24, 25 or 26 of the Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Recast Brussels Regulation).

14.4 If any provision(s) should be or become legally invalid in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. The same shall apply in the case of a gap in the contract.

Cologne

As amended on 19 July 2022