

## General Terms and Conditions NEWTRON GmbH

### § 1 Subject of the Agreement

1.1 The subject of these General Terms and Conditions is the online use of the trading platform (hereinafter referred to as “Use”), which is offered exclusively for commercial users on the internet by NEWTRON GmbH (NEWTRON GmbH Dresden, HRB 17848), Berliner Strasse 3, 01067, Dresden, Germany) hereinafter referred to as “NEWTRON”. The online trading platform (hereinafter referred to as “trading platform”) is currently at the disposal of the user under the following website: <http://www.newtron.net/web/nmarkets>.

1.2 These General Terms and Conditions shall apply (cf. in the case of § 2.1) upon conclusion of the access agreement to the commercial transactions between NEWTRON and a person who, in exercising its commercial or independent professional activities, is a body corporate organized under public law or a public sector fund in the meaning of § 310 Para. 1 Sentence 1 of the Civil Code (hereinafter collectively referred to as “user”). They shall also apply to any future transactions of a similar nature between the user and NEWTRON.

1.3 These General Terms and Conditions shall also apply if, upon conclusion of future similar contracts between NEWTRON and the user, explicit reference is not made to them again.

1.4 These General Terms and Conditions are uniquely valid. Deviating, opposing or supplementary General Terms and Conditions, contract, use, payment or other conditions of the User (hereinafter referred to collectively as “User Conditions”) shall be hereby objected to by NEWTRON; such user conditions shall only be an integral part of the agreement to the extent that NEWTRON has explicitly consented to their validity. Such consent requirement shall apply in every instance, for example even if NEWTRON, aware of the user Conditions, provides unconditional contract-fulfilling performances for the user. Like-wise, User Conditions which are included in a commercial letter of confirmation by the user that are not objected to separately shall apply, for example.

1.5 Individual agreements reached with the user in individual cases (including side agreements, additions and amendments) shall have precedence over these General Terms and Conditions. A written agreement or written confirmation by NEWTRON shall prevail in respect of the contents of such agreements.

1.6 Material declarations and notifications which shall be submitted by the user to NEWTRON after conclusion of the agreement (e.g. the setting of deadlines, notifications of defects, notices of repudiation of contract), must be fixed in writing in order to be enforceable. In that respect, a notification via fax or email shall suffice as writing.

1.7 These General Terms and Conditions shall be an integral part of the agreement in the version valid at the time of conclusion of the agreement. Any amendment to these General Terms and Conditions shall, however, be construed to be approved by the user if NEWTRON notifies the user thereof at least in writing (fax or email) together with the amended General Provisions of User, and the user does not raise an objection within four weeks after receipt of the notification in writing or text form. In order to be effective, the notification must include a reference to the right of objection, the objection period and the consequence of an untimely objection.

### § 2 Access agreement, consultancy services

2.1 The use of the trading platform is permitted only on the basis of an agreement concluded between NEWTRON and the User (hereinafter referred to as “Access Agreement”) although there is no entitlement to conclude such agreement and which materializes due to lack of any other arrangement between the parties referred to in points 2.2 and 2.3 below.

2.2 In the case of providers (hereinafter referred to as “Vendor”), two access types to the trading platform exist. The free-of-charge access includes the editing and response to negotiations and the entry of an internal company presentation. Additional user rights; e.g. catalog promotion, premium support, and further functions are tied to access options with a fee which are based on a contractual agreement between the two parties. In the case of consumers (hereinafter referred to as “Buyers”), a type of access type with active participation in negotiations and certain additional rights of use, which are subject to a charge, exist.

2.3 The user may submit a request to conclude the access agreement either directly on the trading platform [www.newtron.net/web/nmarkets](http://www.newtron.net/web/nmarkets), by calling +49 (0)351 439 58 538 or by writing an email to [Support@newtron.de](mailto:Support@newtron.de) or to NEWTRON GmbH, Berliner Strasse 3, 01067 Dresden, Germany or via fax to +49 (0)351 43958 638. In order to be processed, the request must list the company’s data (including company name, address, phone and fax number as well as e-mail), invoicing data and a contact on the part of the user as well as indicate whether the trading platform is to be used for selling and/or buying. After NEWTRON has received the request, the User shall receive a notification via e-mail, post or fax regarding the use of the trading platform and the different service options.

From the time that NEWTRON receives the legally signed written declaration of the user concerning the service option that he has chosen (offer), NEWTRON shall accept the offer at its own discretion on the basis that NEWTRON transmits to the User a confirmation of permission with login and password for the trading platform, either in writing or electronically. The declaration of acceptance is subject to the delayed condition that the user first logs on to the trading platform using the transmitted login and password and accepts these General Terms and Conditions there. The access agreement thereby materializes.

2.4 NEWTRON offers buyers a consultancy service to be agreed separately for the purpose of supporting and optimizing information requests, invitations to tenders and auctions. The content of this consultancy service comprises the implementation of so-called "Supported Retail Projects" where a NEWTRON consultant advises and supports the buyer with regard to information requests, invitations to tender and auctions. In addition to offering support when correctly selecting product groups, bundling various purchase positions, selecting a vendor and training, the outcome of negotiations are analyzed together with the buyer and recommendations made for placing transactions.

2.5 Furthermore, the possibility of integrating a catalog into the NEWTRON webShop on the NEWTRON trading platform exists. A separate contract of use with a fixed annual fee must be signed in order to integrate own products and services into the NEWTRON webShop or to establish a direct connection with the customer. No additional transaction costs will be charged. On its trading platform, NEWTRON provides the transfer platform together with all contracts of use and cannot be held responsible for the complete, timely shipping of goods or receipt of payment. All subject matters of this kind will have to be discussed between the parties involved, the buyer and the supplier. (see §4)

### § 3 Right of Use

3.1 Over the term of the access agreement, NEWTRON grants the User right, which is non-exclusive and limited to the term of the access agreement, to access and use the trading platform in accordance with the (i) provisions set forth in the access agreement and, for the rest, the (ii) provisions set forth in these General Terms and Conditions (hereinafter referred to as "Right of Use"). The right of use is not transferable, and otherwise may not be used by third parties for economic purposes; in accordance with § 6.3., the configuration of the co-worker login shall not be affected thereby.

3.2 The right of use lapses with the effect rescission of either party from the access agreement, its active termination or any other instance of ordinary or extraordinary termination of the access agreement.

3.3 If the User becomes acquainted with, has access to or is assigned use of patented inventions, process workflows or copyrightable technical or other know how provided by NEWTRON during the pre - contractual phase, granting of access or otherwise the exercise of the right of use (hereinafter called " **trade mark rights**"), NEWTRON shall be exclusively entitled to the trade mark rights between the User and NEWTRON.

3.4 To the extent that NEWTRON is entitled to the trade mark rights in accordance with the above point 3.3, any embodiments of such trade mark rights such as documentation and data media, in particular, shall be construed as business and commercial secrets of NEWTRON and are not to be disclosed to the User. In the event of termination, the valid rescission of either party or other instances of ordinary and extraordinary termination of the agreement, respectively, the embodiments of trade mark rights shall be returned to NEWTRON without delay, whereupon a right of retention on the part of the User is precluded.

### § 4 Contractual relations on the trading platform

4.1 Buyers have the right to use the trading platform to obtain offers from different vendors regarding the products and product groups, respectively, which they have selected (hereinafter referred to as "**goods and services**") and conclude agreements with vendors at will.

4.2 The trading platform is a trading and communication platform via which buyers and vendors can conduct contractual negotiations on one's own responsibility according to their own individual requirements. To that end, NEWTRON provides only the apparatus of services and functionalities on the trading platform. NEWTRON itself does not provide any goods and services, does not submit offers for this purpose and does not accept offers and receipts. NEWTRON itself shall not be the contractual partner in the agreements concluded exclusively between buyers and vendors and shall not act in this context as a representative. Buyers and vendors conclude agreements with regard to content and legal effect on one's own responsibility. Additionally, those agreements concluded via the trading platform shall be implemented exclusively between buyers and vendors. NEWTRON cannot guarantee that agreements under the actual and/or legal conditions strived for by users shall materialize between users and/or such agreements shall be duly fulfilled; in principle, NEWTRON does not check the offers and other details placed by the Users for correctness, completeness and legality.

4.3 NEWTRON can only check to a limited extent the data and the continual up-to-dateness thereof which has been saved by Users at the time of the conclusion of the access agreement, because persons in the Internet may be identified only to a limited degree. Even though security arrangements are in place, it therefore cannot be ruled out that incorrect or incomplete data have been deposited in an user account. Consequently, each User must be personally convinced of the identity of his contractual partner as well as the contractual proxy of the person trading.

4.4 The obligations set out below under § 6 shall apply in respect of the publication of content by the user on the trading platform. In principle, the contents published by users on the trading platform are not checked by NEWTRON and do not reflect the opinion of NEWTRON. Complaints regarding content violating the principles set out under § 6 may be submitted by each and every user via email to [Support@newtron.de](mailto:Support@newtron.de).

#### **§ 5 Functionality of the trading platform, conclusion of the contract between buyers and vendors**

5.1 As a platform for buyers and vendors to trade in goods and services, the NEWTRON trading platform allows a variety of services and functionalities to be used. The trading platform is equipped with an integrated, automated notification system for the purpose of simplifying communication between buyers and vendors as well as extensive functionalities for managing and monitoring all current business transactions.

5.2 Buyers have the option of launching information requests, invitations to tender and auctions and inviting select vendors according to individual criteria to submit binding offers. Information requests, invitations to tender and auctions may only be launched by buyers and do not constitute a legally binding offer within the meaning of § 145 of the German Civil Code [BGB], but rather only constitute a request to submit offers ("invitation ad offerendum"). Under no circumstances buyers are permitted to participate as a vendor in an information request, invitation to tender or auction which they have launched. Similarly, buyers are not permitted to participate through third parties acting on their behalf or acting on their behalf in any other business capacity in an information request, invitation to tender or auction which they have launched.

5.3 Vendors have the option of selecting buyers according to individual criteria and submitting replies and binding offers, respectively, for their information requests, invitations to tender and auctions. The offers of a vendor are binding and irrevocable declarations on the conclusion of the contract tendered by the Buyer. The prices advertised on NEWTRON are net prices under the German Commercial Code. Vendors are bound to their offer so long as the vendor concerned has in each case set and placed the offer when submitting the offer on the trading platform. Vendors are not entitled to be invited to participate in information requests, invitations to tender or auctions. The foregoing applies to the implementation of announced information requests, invitations to tender and auctions.

5.4 The catalog interface allows buyers and suppliers to get in contact with each other as well as doing business with each other. NEWTRON provides the platform only and cannot be held responsible. Any business relationship solely exists between the two parties, the buyer and the supplier.

5.5 A Buyer is at liberty to choose whether and which of the offers received he would like to accept. § 156 of the German Civil Code [BGB] (conclusion of the contract in the case of auction) may be explicitly applied to transactions via the trading platform. Unless the buyer and vendor reach an agreement to the contrary, a contract shall materialize, provided the Buyer accepts the offer of a vendor by releasing or sending an order (when negotiating individual contracts) or a framework contract order (when negotiating framework contracts). The Buyer and Vendor shall be responsible for fulfillment of the contract, with explicit reference being made again to points 4.2 and 4.3 above for the avoidance of doubt.

5.6 The applicable system clock time on the trading platform shall apply exclusively to all transactions on the trading platform. This time is synchronized with Internet time servers on a regular basis. Replies and offers, respectively, may only be submitted within the period of information requests, invitations to tender and auctions specified by the Buyer.

5.7 Buyers may refer to the buyer catalog of services which describes the different services and functionalities and which may be requested from [Support@newtron.de](mailto:Support@newtron.de). The User may request further information and statements on the services and functionalities offered on the trading platform by phoning NEWTRON hotline +49 (0)351 43958 538 or by sending an e-mail to [Support@newtron.de](mailto:Support@newtron.de).

5.8 NEWTRON retains the right to technically process, compile and adapt offers and content of Users in such a manner that such offers and content may be displayed in mobile terminals or software applications of third parties. The Users are themselves responsible for inspecting the complete content of an offer on the trading platform before submitting or accepting said offer, provided the offer is submitted or accepted via the mobile terminal or software application of a third party provider.

5.9 NEWTRON retains the right to change or expand the content and structure of the platform as well as the associated user interfaces, when they result in the attainment of the aim of the access agreement concluded by the User not being compromised

or only marginally in any case. NEWTRON shall notify the Users of the trading platform about the changes accordingly.

5.10 The entitlement to exercise the right of use only exists within the scope of the current state of technology. NEWTRON shall temporarily restrict its services if and to the extent to which this is necessary in view of the capacity limits, the security or integrity of the servers or for the purpose of carrying out technical measures, and this is provided for the proper or enhanced provision of services (maintenance work). In such instances, NEWTRON shall bear in mind the legitimate interests of the Users by providing timely advance information, for instance. § 9 shall remain unaffected by the above provision.

## § 6 Duties of the User

6.1 The user avows that the particulars supplied to NEWTRON at the time of the conclusion of the access agreement (§ 2) are relevant and complete. The User is obligated to notify NEWTRON without delay of all future changes to the said particulars over the term of the contract in writing or electronically (fax, email). The foregoing also applies to all particulars which are used by the User to configure co-worker logins referred to in point 6.3 below.

6.2 The user also avows vis-à-vis other users, that the particulars supplied in the context of the exercise of the right of use such as the launch of auctions, the submission or acceptance of offers etc, in particular, are relevant and complete insofar as they are relevant to the contract.

6.3 Using the login with password transmitted via the confirmation of permission (§ 2.2) (hereinafter referred to as “**Master Login**”), the User has the option and is entitled to grant and configure a customized access authorization to the trading platform for co-workers of the User in order to allow the trading platform to be used in an optimal manner within the company where the User is employed.

In addition to personal data of the co-worker, this access authorization for co-workers (hereinafter referred to as “**Co-worker Login**”) contains a series of authorizations and remits with the scope of the co-worker to use the functionalities and services of the trading platform being determined by the master login. The right to configure co-worker logins may also be conferred by the master login to an existing co-worker login. The User shall ensure and avow vis-à-vis NEWTRON as well as other sub-subscribers to the trading platform that the holders of co-worker logins under the User’s master login comply with these General Terms and Conditions as

well as other agreements with NEWTRON which are binding for the User. The activities of users of a co-worker login shall be attributed to the User as if they were his/her own personal activities.

NEWTRON may and shall essentially not check whether co-workers of the User who appear on the trading platform via a co-worker login assigned by the User have the necessary contractual proxy. In this context, reference is again made for the avoidance of doubt to the above point 4.2 to 4.4 which state that the review of the contractual proxy of other platform subscribers is the sole responsibility of the respective User. If NEWTRON is commissioned by a Buyer to integrate vendor contact data in the trading platform, this may result in the reconfiguration of logins (if the relevant contact person is not yet available) or the matching of the existing login. In both instances, NEWTRON does not assume liability, without prejudice to § 9, for the correctness of the particulars.

6.4 The User avows vis-à-vis NEWTRON that the requirements under data protection law have been complied with in relation to the data which he transmitted. In particular, the User shall ensure at its own discretion that the necessary consent of co-workers is obtained if necessary before personal data of co-workers is placed on the platform in the course of configuring the co-worker login or in other ways. The User shall indemnify NEWTRON against any claims made against NEWTRON, including claims under public law.

6.5 All logins on the trading platform are individualized and may only be used in each case by authorized users. The User is obligated to keep his login and password confidential and protect them from unauthorized access by third parties. The User is also responsible for non-disclosure of the co-worker login and shall instruct his co-workers accordingly. Where indications of misuse of the login by a third party exist, the User shall notify NEWTRON without delay. NEWTRON retains the right to change the login and password of a User; in such case, NEWTRON shall notify the User without delay where such a change occurs.

6.6 The Users place their transactions on the corresponding trading platform. Manifestly incorrectly placed transactions may be removed by NEWTRON following consultation with the respective User.

6.7 Goods or services which are allowed to be offered only upon production of proof required by law, may be offered or requested on the trading platform only if the proof was included in the description of the goods or services and the good or service is submitted only upon production of proof required by law.

6.8 The placing of content on the trading platform, in particular information requests, invitations to tender and auctions or offers may not be launched for the rest, if:

- a) the particulars are incomplete such as to make it impossible to determine the object and price;
- b) the vendor is not the legal owner or holder of the right of disposal of the offered goods or services;
- c) the vendor does not have the right to freely dispose of the goods or services;

d) the placed content, in particular the requested or offered goods or services breach the legal provisions or official orders, rights of third parties or public morals; when placing content (including its linking to third party websites), the following is also prohibited in particular

- to publish emails or correspondence without the consent of the sender and recipient;
- to publish unethical, pornographic, racist content or content which is harmful to youths or glorifies violence;
- to breach applicable laws or incite law infringement or link to corresponding articles.
- to publish or spread by other means false claims, insults or slander;
- to publish misleading content;
- when publishing content (including item descriptions and images), to breach or request the breach of the intellectual property rights of third parties, particularly copyright and trade mark rights;
- to carry out advertising for the sale or the acquisition of products or the acquisition of services outside of the trading platform.

6.9 The User undertakes to prohibit measures which aim to jeopardize or interfere with the trading platform or its integrity, in addition to not accessing data which the User is not allowed to access. The User avows that his information and data transferred and placed via the trading platform are free of malware such as viruses, worms, Trojan Horses and spyware in particular.

6.10 When placing impermissible content as referred to in point 6.7 to 6.9 above, NEWTRON is entitled but not obliged to remove such content from the trading platform. NEWTRON shall notify the User placing the content of its removal. If the notification is accompanied by a threat of notice in case of repetition (warning), NEWTRON may terminate the access agreement in case of repetition. The legal right to extraordinary termination for good cause shall remain unaffected.

6.11 The User is bound to notify NEWTRON immediately of any technical changes occurring in his area, if they aim to compromise the service provision and/or security of the trading and information system of NEWTRON.

6.12 The User is bound to cooperate to a reasonable degree when investigating attacks by third parties on the platform, as far as such cooperation on the part of the User is necessary;

6.13 The content residing on the trading platform may neither be copied nor disseminated without the prior consent of the legal owner, nor used or reproduced by other means. The foregoing shall also apply to copying by way of "Robot/Crawler" search engine technologies or by other automatic mechanisms.

## **§ 7 Fees for its use and method of payment**

7.1 The amount of the charges for its use is based on the access agreement with the User. For information regarding the current registration offers, please contact us by phone at +49 (0)351 43958 538 or send an email to [Support@newtron.de](mailto:Support@newtron.de).

7.2 The fees incurred in each case are charged, unless agreed to the contrary, annually in advance and are due immediately after billing without deduction but plus statutory VAT. The User agrees that the billing data may be stored for evidential purposes and/or in the context of the legal duty to preserve records. If no payment has occurred after the second reminder notification, NEWTRON has the right to block all Logins and access starting with the third reminder. In addition to the fee for use, the reminder fee and all related interest fees, a fee of 50.00 EURO to re-open all blocked Logins will be charged. If this particular fee is not paid, NEWTRON has the right to keep all Logins blocked.

7.3 The User agrees to the storage of all accounting and financial records according to the legal obligation to preserve records and/or for later evidence and proof.

## **§ 8 Warranty, Force Majeure**

8.1 During the term of the access agreement, NEWTRON guarantees that the software used for establishing the trading platform does not contain defects which reduce or destroy the value or suitability for the purpose intended by the contract. Only an immaterial deterioration shall not be taken into account. By the same token, an impairment of the contractual use which was caused by improper or incorrect use by the User shall also not be taken into account.

8.2 The exit of the data processing centre used by NEWTRON is the relevant transfer point for using the trading platform. NEWTRON cannot assume any assurance or warranty for the functionality of the transmission path (Internet and, if applicable, Intranet of the User).

8.3 If the User notices errors or faults, he shall notify NEWTRON of such errors or faults immediately providing a detailed and comprehensible description. 8.2 If the User notices errors or faults, he shall notify NEWTRON of such errors or faults immediately providing a detailed and comprehensible description.

8.4 NEWTRON shall remove faults affecting the accessibility of the trading platform within 48 hours. An appropriate extension is reserved case-by-case. Errors in the software provided for setting up the trading platform shall be removed within an appropriate period. NEWTRON shall carry out maintenance services on a regular basis. The liability provision in § 9 shall remain unaffected.

8.5 NEWTRON does not assume liability for malfunctions due to force majeure which is outside of the reasonable control of NEWTRON such as natural disasters, collapse of line networks through no fault of one's own, Internet faults not attributable to NEWTRON. In the event of such continual malfunctions, NEWTRON has a right to extraordinary notice of the access agreement with the User.

8.6 In respect of the agreements concluded between Buyers and Vendors on the trading platform and for content otherwise placed by Users, newtron shall not assume any assurance of properties or other warranty for the correctness, content, legal implications, fulfillment and defects of goods or services offered by Users as well as the true identity of users. The Users are bound to ascertain, where appropriate, information about all facts relevant to the contract in a suitable manner.

8.7 If the trading platform allows databases, websites, services etc. of third parties to be forwarded by placing links or hyperlinks, NEWTRON shall assume liability neither for the accessibility, stock or security of such databases or services nor for their content. In particular, NEWTRON shall not assume liability for their legality, correctness as regards content, completeness, up-to-dateness, etc.

#### **§ 9 Liability**

9.1 NEWTRON shall be liable, on whatever legal grounds, for compensation only if and to the extent to which NEWTRON or a legal representative, executive staff member or other vicarious agents of NEWTRON are charged with intent or gross negligence. In the case of simple negligence by NEWTRON, a legal representative, executive staff member or other vicarious agents of NEWTRON, NEWTRON shall be liable exclusively for

- a) damage caused by the breach of life, limb or health;
- b) damage caused by the breach of a material contractual obligation (obligation whose discharge is initially made possible by the proper implementation of the agreement and in whose compliance the contractual partner trusts and may trust on a regular basis); in this instance, however, the liability of NEWTRON is limited to the reimbursement of foreseeable damages typically appearing upon conclusion of the agreement.

9.2 The liability limitations arising under point 9.1 above shall not apply if NEWTRON, a legal representative, executive staff member or other vicarious agent of NEWTRON maliciously kept a defect secretive or acceded to a guarantee of quality. The foregoing also applies to any claims of the Users under the Product Liability Law.

#### **§ 10 Indemnification**

10.1 The User indemnifies NEWTRON from all claims which other users or other third parties have asserted against NEWTRON due to infringement of their rights by offers and content placed by the User in the trading platform or due to the other use of the trading platform by the User (as well as the evaluations submitted by him). In connection herewith, the User also assumes the costs of the necessary legal defense of NEWTRON on the basis of the statutory Fee Ordinance as well as any law costs incurred. This point 10.1 shall not apply if the User is not responsible for the legal breach.

10.2 In the said event of a claim by third parties, the User is bound to provide NEWTRON immediately, correctly and in full with all information which is required for reviewing the claims and a defense.

#### **§ 11 Data Security**

11.1 The User himself is responsible for the security of the User data which the User enters in the system in the course of his contractual use of the trading platform. NEWTRON only provides the software, memory capacity and computing power for processing the data for the purpose of executing transactions between users.

11.2 NEWTRON operates a state-of-the-art backup system for the trading platform and shall also store user data at regular intervals, at least once per week. In the event of a loss of data caused by NEWTRON, the data entered by the User shall be restored to the status of the last backup. Restoration of data in other instances, i.e. where the customer erases the data, is generally not possible.

## **§ 12 Data Protection**

12.1 The servers of NEWTRON are backed up by state of the art technology, particularly by firewalls; however, the User knows that all subscribers run the risk that their transmitted data may be intercepted on the transmission path. The foregoing also applies to the exchange of information via email which leave the system, but also to the integrated message system described in § 5.1 as well as to all other transmissions of data. The confidentiality of data transmitted while using the trading platform cannot therefore be guaranteed.

12.2 The User thereby consents that NEWTRON may anonymously store information and data relating to the sale of information requests, invitations to tender and auctions as well as the actions of buyers and vendors, respectively, when executing these transactions and use this information and data in anonymous form for marketing purposes, e.g. for the compilation of statistics and presentations.

12.3 During the term of the access agreement, NEWTRON is entitled to process and store the data received by the User in connection with the business relationship while taking into account the guidelines of the applicable data protection provisions. More specifically, the User consents that NEWTRON may

- a) store and process the particulars created during the pre-contractual phase and conclusion of the contract such as corporate data, billing data and contact persons of the User in addition to relevant updates notified by the User.
- b) store the data populated by the User at his own discretion in the trading platform in connection with the company presentation

in the trading area which he requested and retain them in the public and closed area of the trading platform for other registered and non-registered users for download;

c) store the personal data possibly used in the course of transactions and forward these to other users and, if the User concerned so requests by selecting a public transaction, retain them in the public and closed area of the trading platform for other registered and non-registered users for download;

d) store the non-personal data via the content of transactions and forward these to other users and, if the User concerned so requests by selecting a public transaction, retain them in the public and closed area of the trading platform for other registered and non-registered users for download;

12.4 The further use of personal data exceeding the afore-mentioned use shall require the separate consent of the User. The User is entitled to revoke his consent granted under § 12.3 at any time, in whole or in part, insofar as he has hereby consented to the use of personal data. The revocation may be sent in writing by letter to NEWTRON GmbH, Berliner Strasse 3, 01067 Dresden, Germany or by fax to +49-(0)351-43958-301 or via email to [Support@newtron.de](mailto:Support@newtron.de)

12.5 In all other respects, NEWTRON shall treat confidentially all the data relating to the User which he has identified as confidential and only use it in accordance with the present Terms of Use. NEWTRON retains the right to deviate from this principle if NEWTRON is obligated to disclose the data of the User for cause of legal or official orders.

## **§ 13 Assignment, set-off, right of retention**

13.1 A partial or complete transfer of the right of use together with other rights of the User arising from the agreement with NEWTRON to third parties shall be precluded; this is without prejudice to the creation of co-worker logins referred to in § 6.3.

13.2 The exercise of the set-off or a right of retention by the User in relation to NEWTRON is only permissible if the claim of the User has been found to be indisputable or legally binding.

## **§ 14 Term of Contract and Termination**

14.1 The access agreement shall be concluded for the time determined in the access agreement. The term shall begin the first time the User logs on after receiving acceptance of the offer by NEWTRON and acknowledgement of the present General Terms and Conditions by the User.

14.2 The period of notice and, if applicable, specific reasons for termination shall be set out in the access agreement.

14.3 In all other respects, each party has the right to terminate the access agreement for good cause without observing the period of notice. A good cause arises, in particular, if for NEWTRON

- a) the User breaches material contractual obligations to a significant degree;
- b) the User defaults on the fulfillment of his payment obligation under the contract for more than 6 weeks.
- c) a material deterioration in the pecuniary circumstances of the User occurs or insolvency proceedings or settlement proceedings are opened for the assets of the User or the opening is rejected for insufficiency of assets.

14.4 NEWTRON retains the right to block the trading platform for a user only in whole or in part in the instances of § 14.3 a) and b) above in lieu of a termination of contract.

14.5 Each and every notice of termination must be made in writing. Notices of termination via fax or email shall also be made in writing.

### **§ 15 Applicable Law, Venue**

15.1 In any case one or more of the provisions contained in these General Terms and Conditions shall be invalid, the validity of all remaining provisions contained herein shall not in any way be affected thereby.

15.2 This agreement is governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods together with the conflict of laws of international private law.

15.3 In principle, the exclusive and international venue for all disputes arising from and in connection with this agreement, to the extent permitted by law, is Dresden. However, NEWTRON is free to refer to another venue provided for by statute.

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