

General Terms and Conditions of testxchange GmbH for using the online marketplace platform “testxchange.com”

1. General, Scope

- 1.1 These General Terms and Conditions shall apply to the use of the online marketplace platform (hereinafter called ‘Marketplace’) for Testing, Inspection and Certification Services (hereinafter altogether called ‘TIC-Products’) operated by testxchange GmbH, Kolonnenstraße 8, 10827 Berlin (HRB 203557B) Germany, (hereinafter called ‘testxchange’) under the domains testxchange.com and testxchange.de by a user (hereinafter ‘User’) and for the brokering by testxchange of contracts about TIC-Products between the Users.
- 1.2 The Marketplace is meant to be used exclusively by Users who are business clients. A business client means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.
- 1.3 These General Terms and Conditions shall apply exclusively. Conflicting or deviating or supplemental terms and conditions of the User shall not be part of the contract and will not be acknowledged, unless testxchange expressly agrees to the applicability of such. This shall apply even if testxchange performs its services without any reservations despite being aware of the conflicting or deviating terms and conditions of the User.
- 1.4 These General Terms and Conditions do not apply to contracts about TIC-Products which Users conclude with each other.

2. testxchange Role and Services and Conclusion of Contracts about TIC-Products

- 2.1 The Marketplace is a brokering platform for contracts about TIC-Products between business clients. Users who offer TIC-Products, in particular testing laboratories (“test labs”) and certification bodies (“certifiers”), are hereinafter called ‘Contractor’, and Users who are interested in purchasing such products, ‘Customer’.
- 2.2 testxchange provides a comprehensive database of Contractors offering TIC-Products on the Marketplace. This database enables Customers to find a Contractor offering TIC-Products tailored to their needs through a structured search function.
- 2.3 When a Customer wants to contact a Contractor, he can send a request via the contact form provided on the Marketplace which will then be made available by testxchange to the Contractor or Contractors. The communication of the request to a particular Contractor depends upon this Contractor already being registered on the Marketplace, or registering upon the Customer’s request. If the request of a Customer cannot be brokered, testxchange is not obliged to inform the Customer about this fact.

- 2.4 The further negotiation of terms and eventual awarding of a contract shall take place directly between Customer and Contractor. testxchange will not be a contractual party to any agreement between the Customer and Contractor about TIC-Products.

3. Access, Availability and Operation

- 3.1 Using the Marketplace requires the User to have Internet access. Calling up and using the Marketplace may entail costs and expenses regarding the internet connection and data transfer charged by the User's telecom provider which shall be solely borne by the User.
- 3.2 testxchange may modify and adapt the content of its services, in particular of the Marketplace provided and especially in the case of progress of technology, user interface or content
- 3.3 testxchange may cease to provide the service at any time, subject to the terms regarding the notice of termination set forth in section 9.
- 3.4 testxchange strives to provide access to the service for all Users 24 hours a day, 7 days a week. Temporary operational interruptions due to standard maintenance and inherent disruptions of the internet due to third party providers or third party network operators as well as instances of force majeure are possible. Therefore, Users do not have a claim to have uninterrupted access at all times. No particular availability is warranted to the User.

4. Registration and User Account

- 4.1 In order to be able to use the Marketplace services provided by testxchange, it is necessary for the User to register himself or herself.
- 4.2 For the purpose of registration, the User needs to fill in the online form provided completely and truthfully. testxchange reserves the right to reject registrations without giving reasons.
- 4.3 After successful registration the User will receive a notification from testxchange with information about accessing his or her User account. The User must keep his or her access data confidential and protect it against misuse by third parties. As a matter of principle, Users are responsible for all activities that take place through their User account. The User shall inform testxchange without delay when they become aware of a misuse of their User account by a third party.
- 4.4 In case a profile for a Contractor has not already been set up by testxchange, it is necessary for the Contractor to register himself or herself for testxchange to forward requests by Customers to him or her.
- 4.5 Registered Users shall update their User account with all relevant information about their company (in particular their form of organization), their person and address without

delay.

- 4.6 Users may use the services, including all data and information, provided by testxchange for their own immediate purposes only. Users are prohibited from forwarding or trading to any third party the data received on products, offers, companies and persons, without testxchange's consent.

5. Plans for Contractors

- 5.1 The use of the marketplace is free of charge for Contractors, unless a paid plan has been booked separately by the user.
- 5.2 Contractors who use the testxchange offer free of charge do so by means of the standard registration package "testxchange FREE".
- 5.3 Paid plans for Contractors are the premium registration plans with extended services, "testxchange BUSINESS", "testxchange BUSINESS PLUS" and "testxchange ENTERPRISE". One of each of the named premium plans may be booked additionally by a Contractor.
- 5.4 For Contractors who signed up for one of the paid registration packages, the commission fee for contracts successfully brokered by testxchange is waived (see section 7).
- 5.5 An overview of the services of the paid products for Contractors can be found in the separately available testxchange product overview.
- 5.6 The billing cycle is either monthly or yearly, depending on the choice. Payments are made by invoice. When choosing monthly payments, the term is one month from the activation date and is extended automatically by one more month if the plan is not terminated. When choosing annual payments, the term is 12 months from the activation date and is extended automatically by 12 more months if the plan is not terminated.
- 5.7 Any premium plan may be terminated at any time to the end of the booked billing period. Notices of termination must be given in text form (e.g. letter or e-mail). The current prices of the two registration plans are available at testxchange.com.
- 5.8 In case the service offer of a paid registration plan is upgraded with more services, testxchange has the right to adjust the price for the paid plans. The Contractor will be informed about the price change.

6. Plans for Customers

- 6.1 The use of the marketplace is free of charge for Customers, unless a paid plan has been booked separately by the user.
- 6.2 Customers who use the testxchange offer free of charge do so by means of the standard registration package "testxchange FREE".
- 6.3 A paid plan for Customers is the premium registration plan with extended services,

"testxchange PROFESSIONAL". This premium plan may be booked additionally by a Customer.

- 6.4 An overview of the services of the paid products for Customers can be found in the separately available testxchange product overview.
- 6.5 The billing cycle is either monthly or yearly, depending on the choice. Payments are made by invoice. When choosing monthly payments, the term is one month from the activation date and is extended automatically by one more month if the plan is not terminated. When choosing annual payments, the term is 12 months from the activation date and is extended automatically by 12 more months if the plan is not terminated.
- 6.6 Any premium plan may be terminated at any time to the end of the booked billing period. Notices of termination must be given in text form (e.g. letter or e-mail). The current prices of the two registration plans are available at testxchange.com.
- 6.7 In case the service offer of a paid plan is upgraded with more services, testxchange has the right to adjust the price for the paid plans. The Customer will be informed about the price change.

7. Commission for Brokered Contracts

- 7.1 testxchange may claim a commission from the Contractor for all contracts about TIC-Products between the Contractor and a Customer brokered through the Marketplace by testxchange. This applies only to Contractors who use the "testxchange FREE" registration package and does not apply if the Contractor signed up for a paid registration package (see section 5).
- 7.2 The terms and conditions are set forth in a separate commission agreement between Contractor and testxchange

8. Confidentiality and Obligation to Provide Information

- 8.1 testxchange considers itself to be an independent broker between Contractors and Customers. In particular, testxchange will not forward information about contracts brokered, in particular prices offered or information about customers, to third parties (e.g. competitors or other customers).
- 8.2 The Contractor is obliged to treat all data transmitted to third parties confidentially and to comply with the applicable data protection regulations.
- 8.3 The Customer is obliged to comply with the applicable data protection regulations.
- 8.4 The Customer is obliged to disclose information about the Contractor commissioned by him. For this purpose, the Customer shall, upon request, provide information within fourteen days about the Contractor commissioned such as the name of that company,

the contact person with e-mail address and telephone number and any other relevant information.

9. Term, Termination and Storage of the Text of the Agreement

- 9.1 A registered User may terminate his User account and, with this, the Agreement about using the Marketplace at any time. The same right applies to testxchange. The right to terminate for a compelling reason shall remain unaffected.
- 9.2 Notice of termination must be given in text form (e.g. by letter, email or fax).
- 9.3 The User's registration for the Marketplace with the data entered by the User will be stored by testxchange. The User may view the data stored in connection with his profile through his User account. The User may view these General Terms and Conditions on the Marketplace under the menu item 'Terms and Conditions' ("AGB" or "Allgemeine Geschäftsbedingungen") at any time, in the then current version. Outdated versions are not made available, however. The User may download and print this document, using the appropriate functions of his or her browser. Beyond that, it is not possible for the User to view the agreement about using the Marketplace and the brokering services of testxchange.

10. Content about Contractors on the Marketplace

- 10.1 The data and information about Contractors on the Marketplace are made available from either the Contractors themselves or they may have been created by testxchange on the basis of its own research and data collection. In its research, testxchange relies on publicly available information provided by the Contractors or third parties. testxchange does not review the information in regard to whether it is correct or complete.
- 10.2 The Contractor is obliged to review whether the TIC-Products are suitable for the particular application. testxchange would like to draw attention to the fact that the services owed by the Contractor are determined solely by what is agreed between Contractor and Customer.
- 10.3 The Contractor must, if he or she gives information on the Marketplace in this regard at all, describe his or her offers and products correctly, exactly and completely. The Contractor shall be liable for the correctness and completeness of the information that he or she provides on the Marketplace. The stored information must be kept up to date.

11. Liability

- 11.1 testxchange shall be liable according to statutory law for damages suffered by User that were caused by intentional or grossly negligent behavior on the part of testxchange or its vicarious agents (Erfüllungsgehilfen); and for personal injury; and for damages under

the German Product Liability Act (Produkthaftungsgesetz).

- 11.2 In all other cases, testxchange's liability for damages – regardless of the legal grounds on which a claim is based – shall be limited as set out below unless testxchange has accepted a guarantee which states otherwise: testxchange shall only be liable for damages caused by slight negligence to the extent that such damages result from breach of essential contractual obligations (cardinal duties, Kardinalpflichten), i. e. such obligations whose fulfilment is a prerequisite for properly fulfilling the Agreement and in which User may normally trust. Insofar as testxchange is liable for slight negligence, testxchange's liability shall be limited to the typically foreseeable damage.
- 11.3 The above provisions shall apply to a limitation of the obligation to indemnify the User for futile expenses (section 284 German Civil Code).
- 11.4 The above limitations of liability shall also apply in favour of testxchange's vicarious agents as well.

12. Applicable Law and Venue

- 12.1 These General Terms and Conditions and the entire legal relationship between testxchange and the User are subject to the laws of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 12.2 If the registered User is a merchant (in terms of the German Commercial Code HGB), a public law legal entity or a special public law fund, the exclusive venue – including the international venue – for all current and future claims directly or indirectly arising out of or in connection with the contractual relationship between the parties shall be at Berlin, Germany. The same venue shall apply if the registered User does not have a domestic general venue in Germany, or if he has moved his residence or usual place of abode to another country after conclusion of the contract, or his residence or general abode is unknown at the time the law suit is filed. testxchange may, however, bring action at the User's general venue.

13. Modifications of these General Terms and Conditions and Salvatorian Clause

- 13.1 testxchange shall notify the User of future modifications to these General Terms and Conditions (hereinafter 'Modifications') in text form, particularly highlighting any differences in regard to the version previously in force. The User may object to such Modifications. The User must direct his objection to testxchange via email or in writing within one (1) month after reception of testxchange's notification concerning the Modifications. To comply with the time limit, the objection must be received by testxchange within the time limit. If the User does not object in due form and time, the Modifications shall be deemed accepted and the modified General Terms and Conditions

shall become an integral part of the contract. The testxchange Modification notice will expressly refer to this effect and to the form and term of the objection. In the event of an objection in due form and time, the contract will remain in force in its unaltered version.

13.2 In case that parts of these General Terms and Conditions may turn out to be invalid, the other parts shall remain unaffected.

Commission and Confidentiality Agreement of testxchange GmbH

1. Scope and Conclusion of Contract

- 1.1 This Commission and Confidentiality Agreement regarding the Online Marketplace Platform 'testxchange.com' (hereinafter called 'Commission Agreement') shall apply in addition to the General Terms and Conditions for using the online marketplace platform (hereinafter called 'Marketplace') for Testing, Inspection and Certification (hereinafter altogether called 'TIC-Products') operated by the testxchange GmbH, Kolonnenstrasse 8, 10827 Berlin, Germany (HRB 203557B, hereinafter called 'testxchange') under the domains testxchange.com and testxchange.de, and it provides the special terms and conditions for the commission payable for contracts between a Contractor and a Customer on TIC-Products brokered through the Marketplace.
- 1.2 The Commission Agreement is concluded when the Contractor accepts the relevant offer made by testxchange by accepting this Commission Agreement as a part of the procedure for his registration on the Marketplace.

2. Arising, Amount, Due Date, and Accounting of and for testxchange Commission Claim

- 2.1 testxchange may claim a commission for all contracts, brokered through the Marketplace by testxchange, about TIC-Products between a Contractor, who is signed up using the free registration package "testxchange FREE", and a Customer.
- 2.2 A contract shall be deemed brokered through the Marketplace if testxchange has forwarded to the Contractor the relevant Customer's request made through the Marketplace and as a consequence of this request, a contract about TIC-Products is concluded between the Contractor and this Customer. This shall also apply in case the subject matter of the eventual contract deviates from the original Customer's request.
- 2.3 The amount of the commission depends on the remuneration agreed on between the Contractor and the Customer in the relevant commissionable contract about TIC-Products. The commission shall be 10% of the total remuneration agreed on in the relevant contract, minus the applicable value added tax.
- 2.4 The commission shall become due at the moment the contract between the Contractor and the Customer is concluded and shall be plus statutory value added tax.

- 2.5 For the amount of the commission to be determined, the Contractor shall inform testxchange about the terms and conditions of the commissionable contract which are relevant for the calculation, including the date of the contract and the amount of the agreed remuneration, without delay, at the latest within 14 days after it has been concluded, for example by providing a copy of the invoice. This information shall be sent by email to billing@testxchange.com.
- 2.6 Invoices made out by testxchange about the commission shall be payable by the Contractor within 14 days after receipt.

3. Confidentiality and Contractual Penalty

- 3.1 The Contractor shall keep confidential all information about potential requirements of Customers which have been communicated to him through the Marketplace and must not forward such information about Customers and their requirements to any third party, including but not limited to other test labs.
- 3.2 Furthermore, the Customer shall refrain from directing Customers who have been referred to him by testxchange to other test labs, or giving them the contact data of other test labs, without testxchange's consent.
- 3.3 testxchange may claim the payment of a contractual penalty from Contractor in case of any culpable future breach of the obligations mentioned above in sections 3.1 and 3.2. The sum of this penalty shall be up to testxchange's discretion, however it shall be reviewable by the competent court.

4. Term

- 4.1 The term of this Commission and Confidentiality Agreement shall be coupled to the contract to use the Marketplace (see General Terms and Conditions). When the contract to use the Marketplace ends, this Commission and Confidentiality Agreement shall end, too.
- 4.2 The termination of this Commission and Confidentiality Agreement, however, shall have no effect on the Contractor's obligation to pay the contractual commission for such contracts which have already been brokered or concluded at the time of the termination. Thus, the terms and conditions of this Agreement shall continue to apply in this regard, except in case this Agreement has been terminated by the Contractor for a compelling reason for which testxchange is responsible.
- 4.3 The confidentiality obligation and the penalty clause in section 3 shall remain in force for 12 months after the end of this Agreement.