

#Metalshub - General Terms and Conditions

V5.3 October 2023

1. Subject-Matter, Scope of the Agreement

1.1. Metalshub (as defined below) is providing the Metalshub-Solution (as defined below), a cloud-based platform for trading goods and for related services. The general functionality of the Metalshub-Solution is described in the Info Page, which can be accessed via the following hyperlink:

<https://trade.metals-hub.com/media/Metalshub-Info-Page.pdf>

1.2. These General Terms and the Order Forms govern the rights and obligations of Metalshub and Users (as defined below, jointly "**Parties**") with respect to accessing the Metalshub-Solution and the services offered thereover in accordance with the terms and conditions set forth herein.

1.3. Any User accessing the Metalshub-Solution must register for such access according to clause 3. Should a User wish to utilize further services offered via the Metalshub-Solution than just regular access, the User and Metalshub must execute an Order Form in accordance with the provisions set forth in this 1.3. An Order Form becomes effective when Metalshub confirms the Order Form submitted by Customer in text form (*Textform*). The Order Form, together with these General Terms sets forth the entire agreement and understanding between Metalshub and Customer with respect to the use of the Metalshub-Solution in accordance with such Order Form, and the same shall supersede all prior discussions and negotiations between the Parties with respect thereto. In case of conflict between these General Terms and the terms of the Order Form, the terms of the Order Form shall prevail. The Order Forms, together with these General Terms are referred to herein as the "**Agreement**".

1.4. Metalshub provides the Solution and the Services solely for entrepreneurs according to Sec. 14 BGB. An entrepreneur 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 their trade, business or profession. Any natural person acting for or on behalf of a legal entity will not become contractual party to this Agreement but acts as the agent (*Stellvertreter*) for the respective legal entity who registers for the Metalshub-Solution and the Services.

1.5. The provisions of these General Terms shall apply exclusively. General terms and conditions of the Customer shall not apply. This also applies if Metalshub does not explicitly object to such general terms and conditions.

2. Definitions, Interpretation

2.1. As used in these General Terms, unless the context otherwise requires, the following capitalised terms shall have the meanings set forth below:

2.1.1. "**Affiliate**" means an entity within the meaning of Sections 15 et seq. of the German Stock Corporations Act (*Aktiengesetz*, "**AktG**").

<p>2.1.2. "Buyer" means the party buying goods on the Metalshub-Solution.</p>	<p>2.5. Where the words "include(s)", "including", "at least" or "in particular" are used in these General Terms, they are deemed to have the words "without limitation" following them.</p>
<p>2.1.3. "Customer" means the respective company entering into the Agreement with Metalshub.</p>	<p>3. Registration for the Metalshub-Solution</p>
<p>2.1.4. "Force Majeure" means an unforeseen event, which is beyond the reasonable control of the affected Party to the extent such an event prevents or delays the affected Party from fulfilling its obligations the Agreement, in particular circumstances like acts of god, war, riot, implementation of sanctions or embargoes, acts of civil or military authorities, inevitable accidents, strikes, terrorism or governmental or judicial orders.</p>	<p>3.1. To access the Metalshub-Solution or to use any Services, any Users, including those of the Customer, need to register for the Metalshub-Solution.</p>
<p>2.1.5. "General Terms" means the main body of these General Terms.</p>	<p>3.2. If the User is a legal entity, the person clicking on the "Register"-button is considered to act as the agent (<i>Stellvertreter</i>) for the User and guarantees to be authorised to represent the User in registering. The person buying or selling goods on the Metalshub-Solution and/or applying for the Price Data Service guarantees to be authorised to act on the User's behalf and to validly conclude agreements on behalf of the User.</p>
<p>2.1.6. "Listing" means requests for offers or bids for good.</p>	<p>3.3. By completion of the registration form, accepting these Terms and clicking on the "Register"-button in the registration form, the User makes a binding offer for the conclusion of the Agreement about using the Metalshub-Solution for an indefinite period. When registering for the Metalshub-Solution, the User can choose between registering for the Metalshub-Solution or solely applying for the Price Data Service by selecting the respective field. A valid binding offer requires the User to provide the information Metalshub requests from the User during the registration process. This may include, but is not limited to, the company name and address, e-mail address, phone number, VAT number and certificate of incorporation, as well as the name and position of the person registering the User. The User must provide Metalshub with true, accurate and complete information when registering and maintain and promptly update that information from time to time as required.</p>
<p>2.1.7. "Metalshub" means Metalshub GmbH, Platz der Ideen 2, 40476 Düsseldorf, Germany.</p>	<p>3.4. Metalshub immediately sends an e-mail to confirm receipt of the User's offer ("Offer Confirmation Mail"). The Offer Confirmation Mail does not constitute the acceptance of the offer. Metalshub accepts the User's offer by sending a separate e-mail expressly stating Metalshub's acceptance and containing a personalised link ("Acceptance Mail"). Metalshub is entitled to accept User's offer within 5 working days after the User received the Offer Confirmation Mail. To complete the registration, the User has to call up the link provided in the Offer Confirmation Mail to verify their e-mail address. With successful registration, Metalshub will create a user account for the Metalshub-Solution ("User Account") that can be accessed by the User entering their e-mail address and the password selected during registration (hereinafter referred to as "Access Password").</p>
<p>2.1.8. "Metalshub-Solution" means the cloud-based platform called Metalshub-Solution under www.metals-hub.com.</p>	<p>3.5. This Agreement becomes effective with the Acceptance Mail. However, some functions are only accessible when completing the activation of the User's account by Metalshub by clicking the link provided in the Acceptance Mail.</p>
<p>2.1.9. "Order Form" means any order regarding Customer's access to the Metalshub-Solution and/or Services entered between the Parties in accordance with Section 1.2.</p>	<p>3.6. Only registered Users who have completed the full registration process and have agreed to these Terms may participate in buying or selling goods via the Metalshub-Solution; the</p>
<p>2.1.10. "Price Data Service" means price indices generated by Metalshub out of tradings on the Metalshub-Solution as well as other sources.</p>	
<p>2.1.11. "Seller" means the party offering goods on the Metalshub-Solution.</p>	
<p>2.1.12. "Services" means Price Data Service and any further services linked to the actual sale and purchase of goods or use of the Metalshub-Solution or Services.</p>	
<p>2.1.13. "SLA" means the Service Level Agreement by Metalshub, available via the Info Page accessible via the following hyperlink:</p>	
<p>https://trade.metals-hub.com/media/Metalshub-Info-Page.pdf</p>	
<p>In addition, specific Customer Support agreements relevant to the SLAs will be recorded in the Order Form.</p>	
<p>2.1.14. "Term" means the initial term or renewal term of an Order Form.</p>	
<p>2.1.15. "User" means any person who is registered on the Metalshub-Solution.</p>	
<p>2.2. In addition to the definitions as set forth in Section 2, the General Terms and Order Forms may contain further definitions.</p>	
<p>2.3. The exhibits, annexes and attachments to these General Terms form an integral part thereof.</p>	
<p>2.4. A reference to "writing" or "written" in these General Terms does not include electronic form or text form (e.g. email), unless explicitly mentioned otherwise. However, the Parties agree that the term "in writing" shall also include documents signed with an advanced electronic signature pursuant to Art. 3 No. 11 of Regulation (EU) No. 910/2014 (for example documents signed with DocuSign).</p>	

user of any further Services is subject to the execution of an Order Form. The extent of rights visitors without full registration have may differ and is in Metalshub's sole discretion.	4.3.5. Do not use the Metalshub-Solution to distribute illegal content and/or content that infringes any applicable law and/or the rights of any third parties.	may Metalshub will notify Customer without undue delay (<i>unverzöglich</i>) about any measures taken.
3.7. Metalshub is performing sanction checks on every party registering on the Metalshub-Solution by accessing third party databases and will only enable registration to the extent and as long as such party is sanction free according to these third party databases. Metalshub does neither warrant nor guarantee that any party which is sanction free according to the third party databases used by Metalshub will indeed be free of any sanctions at the time of registration or in the future.	4.3.6. Only carry out transactions via the Metalshub-Solution in compliance with all applicable laws.	5.2. Metalshub will reinstate the suspended access authorizations if Customer has proven to Metalshub in a suitable form and to Metalshub's satisfaction that the violation in question has ceased and Customer has taken appropriate precautions to prevent such violations for the future.
3.8. Metalshub reserves the right to reject any registration in whole or in part to anyone at any time and for any reason, especially if an entrepreneur trying to register fails the sanction check set out in Sec. 3.7.	4.4. When selling through the Metalshub-Solution the Seller must 4.4.1. be the legal owner of the goods and to be authorised to sell such goods, 4.4.2. be able to transfer legal title to such goods free from any encumbrances, claims or liens, 4.4.3. ensure that the Listing on the Metalshub-Solution offering the goods is complete, accurate and not misleading, 4.4.4. ensure that the goods comply with any applicable laws, are safe, and packaged appropriately,	5.3. A suspension of Customer's or Users' access shall not be deemed as termination of the Agreement, unless explicitly stated otherwise by Metalshub. Any suspension shall also not affect Metalshub's payment obligations hereunder. 5.4. Any further rights, in particular Metalshub's right to terminating this Agreement for due cause (<i>Kündigung aus wichtigem Grund</i>), remain unaffected.
4. Customer's Use of the Metalshub-Solution	4.4.5. fully perform any contract entered into with a Buyer, and	6. Availability, Maintenance
4.1. The person registering the first User for the Customer and being defined by Metalshub as the Master User ("Master User"), can invite other persons from the Customer's organization to the User Account and confirm their email addresses so that they are automatically approved when they register. The User guarantees to follow all applicable privacy laws, especially they will not publish names or other personal data of other persons if they are not authorised to do so, and the User will ensure that all persons acting on the Customer's behalf will be instructed to act accordingly.	4.4.6. not arrange a sale for the respective goods in relation to a specific Listing outside of the Metalshub-Solution. 4.5. When buying through the Metalshub-Solution the Buyer must 4.5.1. comply with any applicable laws, 4.5.2. fully perform any contract entered into with a Seller, 4.5.3. ensure that the Listing on the Metalshub-Solution with the intention to buy the goods is complete, accurate and not misleading, and 4.5.4. not arrange for a purchase contract for the respective goods in relation to a specific Listing outside of the Metalshub-Solution	6.1. The Metalshub-Solution is made available to Customer with an availability as defined in the SLA. 6.2. The Metalshub-Solution shall be deemed to be operating and available if the Metalshub-Solution is up and running in the data centres where its components are hosted in and such data centres are connected to the internet ("Point of Transfer").
4.2. Customer shall bear the sole responsibility for implementing and maintaining the technical requirements, capacities and resources necessary for accessing and using the Metalshub-Solution. This includes, in particular, setting up the infrastructure required for accessing and using the Metalshub-Solution at its business premises.	4.6. Customer must ensure that any of its User comply with the aforementioned usage requirements.	6.3. It is not a breach of availability if Customer are unable to use the Metalshub-Solution due to: 6.3.1. downtimes caused by maintenance services; 6.3.2. downtimes caused by disruptions beyond the control of Metalshub (Force Majeure, in particular unforeseeable hardware failures, strikes, natural events, etc.);
4.3. Customer's access to and use of the Metalshub-Solution is subject to its compliance with the following usage requirements:	4.7. In case Customer or any User violates the requirements in this Section 4, the provisions in Section 5 apply.	6.3.3. downtimes caused by virus or hacker attacks, provided that Metalshub has taken technical protective measures in line with good industry practice; 6.3.4. downtimes required for the installation of urgently required security patches;
4.3.1. Provide correct and complete data required and keep them up to date at all times during the term of this Agreement. The required data includes in particular data required for creating the necessary accounts for accessing the Metalshub-Solution.	4.8. The User guarantees to follow these Terms as well as the law and in particular not to use or misuse the Metalshub-Solution to violate the law (especially antitrust law). Metalshub is entitled to apply suitable monitoring and security mechanisms to detect, investigate and sanction violations by the User.	6.3.5. downtimes caused by a User, in particular due to problems arising from their software, hardware or other technology or equipment or, problems with their access to the internet, or unavailability of the Partner's systems or due to other interruptions caused by the Partner (e.g. failure of the Partner to cooperate);
4.3.2. Keep the login data to the Master User account for the Metalshub-Solution safe and keep it secure from unauthorized access by third parties. The Customer is in such case entitled to demonstrate that it sufficiently secured the Access Password and did not carry out the action itself.	5. Restricting Customer's Access to the Metalshub-Solution	6.3.6. downtimes caused by third parties or third party systems over which Metalshub does not have any influence (e.g. unavailability of public telecommunication networks).
4.3.3. Not violate the Agreement and/or applicable law relevant to the use of the Metalshub-Solution.	5.1. Metalshub is entitled to limit or suspend Customer's access to the Metalshub-Solution temporarily or permanently if Customer or a User fails to comply with the requirements set forth in the General Terms, in particular should Customer fail to pay any fees or other amounts due hereunder as and when due, Metalshub shall provide written notice to Customer by email and/or fax of this fact and, if Customer fails to make the payment within five (5) days of delivery of the notice. Suspension of Customer's access means suspending the access of all Users to the Metalshub-Solution. The right to suspend the access to the Metalshub-Solution is in addition to any other remedies Metalshub	6.4. Metalshub shall provide the maintenance services within the maintenance times defined in Metalshub's SLA. It is at the sole discretion of Metalshub to carry out the respective maintenance services deviating from these maintenance times, insofar as this is necessary to ensure the contractual use of the Metalshub-Solution (e.g. in the case of emergency security patching).
4.3.4. Do not use any virus, spyware, malware or other computer code, file or program that may interfere with the operation and/or availability of the Metalshub-Solution.		6.5. Metalshub shall give reasonable advance notice of any maintenance services outside the regular maintenance times. For the

avoidance of doubt, the Parties hereby agree that any downtimes due to maintenance services performed outside the regular maintenance times do not constitute an impairment of the availability.

- 6.6. Metalshub will endeavor to give notice of any unavailability of any services and functionalities of the Metalshub-Solution within reasonable time prior to any such unavailability to Customer.
- 6.7. Metalshub reserves the right to interrupt or suspend the availability of the Metalshub-Solution or access to the Metalshub-Solution by Customer at any time in the event of suspected security risks or other critical threats.
- 6.8. Metalshub shall maintain the Metalshub-Solution in accordance with the provisions set forth in Metalshub's SLA and provide Customer with the support services defined in this SLA.

7. Changes to Metalshub-Solution's Functional Scope, End of Life

- 7.1. The Metalshub-Solution is subject to constant technological progress and, therefore, Metalshub is entitled to modify the Metalshub-Solution by replacing, cancelling, adding, enhancing or further developing the functionalities and services of the Metalshub-Solution without notice at any time and at its sole discretion.
- 7.2. Metalshub shall notify Customer if any essential functionalities or services of the Metalshub-Solution are either replaced or cancelled (End of Life, "EoL") by giving at least a three (3) months' notice in text form. Metalshub will notify Customers using the replaced or cancelled functionalities or Services about the change in a timely manner online via the Metalshub-Solution.

8. Additional Services

- 8.1. Metalshub may provide the following services which are relating to or associated with the Metalshub-Solution if the Parties agree to such in a separate Order Form ("Additional Services"):
 - 8.1.1. Services relating to the connection of the Customer Products with the Metalshub-Solution, including provision of assistance services to Customer as well as (further) development of APIs and other interfaces of the Metalshub-Solution.
 - 8.1.2. Services in connection with the instruction and training of Customer, Customer's Users on the use of the Metalshub-Solution.
- 8.2. The above list is not exhaustive. Therefore, it cannot be concluded from the lack of mention of certain services in the General Terms that such services are the subject to Metalshub's contractual obligations under the General Terms.
- 8.3. Depending on the type of the Additional Service, Metalshub may render the Additional Service against payment of a separate remuneration based on time and effort or at a fixed price and within the scope of its operational possibilities. The Parties shall specify the Additional Services to be provided by Metalshub in a separate Order Form.

9. Granting of Rights

- 9.1. Subject to full payment of the remuneration Customer has a non-exclusive, limited to the Territory and the Term, non-sublicensable, non-transferable right to use the Metalshub-Solution for the purposes set forth in the Agreement.
- 9.2. Any use of the Metalshub-Solution by Customer that is in excess of the agreed scope (over-use), constitutes a material breach of the contract.
- 9.3. Customer must use the Metalshub-Solution only for its own business activities, including making it available to its Users. Use of the Metalshub-Solution by or making the Metalshub-Solution available to third parties other than Customer's Users is not allowed without Metalshub's prior written permission. In particular, Customer is not permitted to reproduce or sell the Metalshub-Solution, or parts thereof to third parties.
- 9.4. Customer is not entitled to examine the mode of operation of the Metalshub-Solution by way of so-called "reverse engineering", redesign, modify, edit, transfer, decompile, further develop or communicate to the public the Metalshub-Solution, unless this is expressly permitted by law and/or required for using the Metalshub-Solution in accordance with the purposes of this General Terms.
- 9.5. **Metalshub's right of use**
 - 9.5.1. Metalshub will use any company, product and/or price information provided by the Buyer or Seller solely for the purpose of providing and improving Services, including the Price Data Service, and transmitting any and all information required for the conclusion and execution of the agreements concluded between Buyer and Seller via the Metalshub-Solution or to execute the service agreements separately agreed on.
 - 9.5.2. Metalshub will not use or share such information with any third party for other purposes than providing the Service in any format or form that would enable allocation of such information to the relevant Buyer or Seller.
 - 9.5.3. To the extent that Metalshub requires any industrial property rights (*gewerbliche Schutzrechte*), including trademarks, copyrights and know-how, from Customer for the provision of its services under the Agreement, Customer hereby grants Metalshub a non-exclusive, non-transferable right to use such rights during the term and for the purpose of executing this General Terms.
 - 9.5.4. Customer agrees to be identified as a customer of Metalshub and that Metalshub may refer to Customer by name, trade name and trademark, if applicable, and may briefly describe Customer's business in Licensor's marketing materials, on Metalshub's web site, or other public documents.
- 10. **Third Party Rights**
 - 10.1. Metalshub ensures that the Metalshub-Solution is free from any third-party copyrights and shall indemnify Customer from claims by third parties including cost of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (*Rechtsanwaltsvergütungsgesetz*, "RVG") subject to:
 - 10.1.1. Customer informing Metalshub of any such claims without delay in writing;
 - 10.1.2. Customer not engaging in any legally relevant actions against third parties; in particular does not conclude a settlement out of court without the written approval by Metalshub, providing a legal acknowledgement (*Anerkenntnis*) or engaging in actions that are similar to such mentioned,
 - 10.1.3. Customer supporting Metalshub to the necessary extent with the legal defense against a third party, in particular by providing information, and
 - 10.1.4. Customer allowing Metalshub to determine and execute the legal defense strategy, in particular by selecting attorneys and drafting writs. For this purpose, Customer will issue the necessary statements and grant powers of attorney. Metalshub will reasonably take the legitimate interests of Customer into account during the legal defense.
 - 10.2. Metalshub will undertake appropriate efforts at its own cost in case of conflicting third party rights, so that Customer can still use the Metalshub-Solution. For this purpose, Metalshub may:
 - 10.2.1. provide Customer the rights that are required for the use, or
 - 10.2.2. modify the Metalshub-Solution in such manner that its usage is not restricted and Metalshub's obligations under the Agreement are not modified and third-party rights are no longer affected
 - 10.3. If Metalshub is unable to provide such remedy, Metalshub may prohibit the further use of the Metalshub-Solution by Customer with immediate effect in writing. Further rights of the Parties remain unaffected.
- 11. **Remuneration; Payment Terms**
 - 11.1. Customer shall pay to Metalshub the remuneration defined in the Order Forms.
 - 11.2. In the absence of an existing Order Form between Metalshub and the Customer, a transaction fee may apply contingent upon the remuneration arrangement established between Metalshub and the User who is posting a Listing. The amount of the transaction fee can be located within the Listing details.
 - 11.3. By default, the transaction fee is a percentage of the estimated transaction value, calculated from the volume of goods payable times the confirmed price between the Users.
 - 11.4. In cases where the volume of goods payable falls within a range spanning from a minimum to a maximum value, among other factors influenced by the chemical specifications of the goods, the transaction fee calculation will utilise the midpoint between the minimum and maximum volumes.
 - 11.5. This fee will be calculated and invoiced as soon as the transaction between the Users

has been concluded and will remain valid regardless of the actual volume specified in a certificate of weight or analysis.

11.6. All prices are net, meaning exclusive of the respectively valid sales tax/VAT.

11.7. Invoicing will only be in electronic form and transmitted via e-mail.

11.8. The prices listed in the Order Form may be changed by written notice from Metalshub to Customer no less than 30 days prior to the commencement of any renewal term.

12. Warranty

12.1. Metalshub shall be liable for any defects of the Metalshub-Solution in accordance with the statutory provisions. Metalshub will remedy any defects at its own discretion within the scope of the maintenance services to be provided pursuant to the SLA.

12.2. The strict liability of Metalshub for defects already existing at the time of conclusion of the Agreement pursuant to Section 536a (1) half-sentence 1 BGB shall be excluded.

13. Liability

13.1. Metalshub shall be fully liable in cases of any loss or damages caused by willful intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), in cases of damages that result from injury to life, body or health, in case of liability provided by law, as under the Product Liability Act (*Produkthaftungsgesetz*) and in cases of liability due to a guarantee (*Garantie*).

13.2. In case of slight negligence (*einfacher Fahrlässigkeit*), Metalshub shall only be liable if any loss or damage is caused by an infringement of a fundamental contractual duty (*wesentliche Vertragspflicht*). In such case, Metalshub's liability shall be limited to the amount of the typically foreseeable damage. A fundamental contractual duty in the aforementioned sense is a duty which is essential for the execution of the Agreement and the achievement of the Agreement's purpose and on whose compliance the Parties regularly rely on. The typically foreseeable damage is any damage which occurs as typical effect in a normal course of a damaging event.

13.3. With respect to Metalshub's liability against Customer under Section 13.2, the Parties agree that such typically foreseeable damage does not exceed the remuneration paid by Customer to Metalshub for provision of the services under the Agreement in the twelve months preceding the damaging event.

13.4. Otherwise, Metalshub's liability shall be excluded.

13.5. In case of Section 13.1 the statutory limitation period shall apply. Otherwise, damage claims shall become time-barred within twelve (12) months of becoming aware of them, but no later than ten (10) years after their occurrence.

13.6. The aforementioned limitations and/or restrictions of liability shall also apply to the personal liability of Metalshub's employees, representatives and organs.

13.7. Neither party to the Agreement shall be held responsible for the performance of any obligations under the Agreement if such

performance is hindered or prevented by any circumstances of Force Majeure. However, the foregoing does not excuse Customer from the payment of all amounts owing hereunder as and when due.

14. Term, Termination

14.1. The Agreement comes into effect with the execution of the first Order Form and remains in effect until all Order Forms are terminated. The termination of an individual Order Form shall leave the Agreement and any other Order Forms unaffected.

14.2. Order Forms become effective on the date listed in the respective Order Form. They need to be executed in writing.

14.3. An Order Form automatically renews for the Renewal Term unless notice of termination is given by either Party respecting the Termination Notification Period agreed in the Order Form. Otherwise, any ordinary termination of an Order Form is excluded.

14.4. The right of the Parties to terminate the Agreement for due cause remains unaffected. Any such termination shall automatically also terminate all Order Forms.

14.5. Metalshub is entitled to terminate the Agreement for due cause, in particular if Customer materially or repeatedly breached its obligations under the Agreement.

14.6. Any notice of termination must be in writing. The date of receipt of the letter of termination shall be decisive for compliance with the deadline.

15. Confidentiality

15.1. Any information, findings, results, data and documents disclosed between the Parties or obtained by one Party in connection with the Agreement or its execution ("**Confidential Information**") shall be subject to confidentiality, regardless of how the Confidential Information are embodied, how they are communicated or obtained (e.g. by unencrypted e-mail) or whether they are expressly marked as requiring confidentiality (e.g. "confidential" or "secret").

15.2. Confidential Information include in particular:

15.2.1. Know-how, industrial property rights, source code and other intellectual property or other work results which are disclosed within the scope of the Agreement and/or its execution,

15.2.2. Other non-publicly available information obtained by the respective Party within the scope of the Agreement and/or its execution.

15.3. The Parties shall treat any Confidential Information as trade secret in accordance with applicable law and use them only for the purposes of the Agreement and as required for its execution as well as only within the limits provided for in the Agreement. The disclosure of Confidential Information within a Party's organization shall be limited to the extent necessary for the performance of the Agreement ("need-to-know"). The right to reverse engineering is hereby excluded.

15.4. The Parties shall undertake appropriate technical and organizational measures to prevent Confidential Information from being

disclosed to or becoming accessible by third parties.

15.5. The Parties are obliged to ensure that their employees and any persons who have access to Confidential Information are subject to confidentiality in accordance with the provisions set forth in the Agreement. To the extent permitted by law, these confidentiality obligations shall also be imposed on the employees of the respective Party for the time after their employment is terminated.

15.6. The confidentiality obligations set forth in the Agreement shall not apply, if the Confidential Information:

15.6.1. were demonstrably known to the receiving Party prior to their disclosure by the other Party; or

15.6.2. were known or generally accessible to the public prior to their disclosure by the other Party or become known after their receipt without the receiving Party's fault; or

15.6.3. essentially match with information disclosed or made available to the receiving Party by an authorized third party.

15.7. The confidential obligations set forth in these General Terms shall remain in force after termination of this Agreement for an additional period of three (3) years, irrespective of the type of termination.

15.7.1. Affiliates shall not be deemed to be third parties within the meaning of this Section 15.

16. Privacy

Each of Metalshub and Customer act as Data Controller (as such terms are defined in the General Data Protection Regulation ("**GDPR**") for the purpose of this Agreement and each shall comply with its obligations as a Data Processor under the applicable data protection legislation. The Customer acknowledges and agrees that the Metalshub is not a processor according to Art. 4 No. 8 GDPR.

17. Final Provisions

17.1. Customer shall not sell, assign or resell or otherwise transfer the Agreement in parts or in total or any of its rights and obligations under the Agreement without the prior written consent of Metalshub to a third party.

17.2. Any modification or amendment to this Agreement must be in writing. This also applies to any change to this written form clause.

17.3. Should either Party initiate legal proceedings against the other regarding any matter connected with the Agreement or arising therefrom, such proceedings shall be initiated only and exclusively before the court of Düsseldorf, Germany, and shall be governed by the procedural and substantive laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). However, Metalshub shall have the right to bring a claim against Customer for amounts owing hereunder in any jurisdiction in which Customer operates or has a place of business and the laws of such jurisdiction shall be applied

- 17.4. If any legal action is necessary to enforce the terms of the Agreement, the substantially prevailing party shall be entitled to reasonable legal fees and costs.
- 17.5. If individual clauses of the Agreement become wholly or partially ineffective or are incomplete, this will not affect the validity of the remaining provisions.