

## General Terms and Conditions (B2B) of telegra GmbH

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### 1 Introduction

1.1 The following provisions govern the contractual relationship between telegra GmbH, hereinafter “telegra”, and the contractual partner, hereinafter “customer”, with regard to all services rendered by telegra. If referring to both contracting parties, the term “contracting parties” will be used. “Customers” are exclusively business clients (B2B).

1.2 telegra is a provider of telecommunications services and other services in the converging branches of telecommunications and IT. telegra provides telecommunications services to its customers particularly in the areas of voice over IP and/or Cloud telephony, the use of software for managing business telephony, and access to the public telecommunication network (inbound and/or outbound telephony) and other related services.

1.3 telegra provides both geographical call numbers (local network call numbers) and call numbers in the field of business telephony (including, in particular, 0800 and 0180 and the use of international call numbers) to its customers who wish to be available for end customers via call numbers set up by telegra.

1.4 telegra agrees to render all services in accordance with these General Business Conditions as well as any additional Special Business Conditions published for each product, the respective order forms, any separate specifications of service (if applicable), any separate service level agreements (SLAs) (if applicable) and the agreed prices (price lists etc.). Any alternative business condition imposed by a customer shall not apply, even if telegra has not expressly objected to this condition.

1.5 Where provisions set forth in individual Special Business Conditions of telegra differ from these General Business Conditions on individual points, the more specific Special Business Conditions shall take precedence.

1.6 telegra shall inform customers of changes to these General Business Conditions in writing (usually by e-mail or fax). This entitlement to modify contractual provisions shall also apply to Special Business Conditions or specifications of service and/or SLAs. The customer shall be entitled to terminate the contract within 1 month of receiving notification of contract modification (if applicable, without observation of the notice period) at any time up to the day before the modification comes into effect, provided the changes made

to conditions are to the detriment of the customer. If changes relate to specific services only, the customer shall be entitled to such extraordinary termination with regard to these services only. telegra shall inform the customer of its avenues with regard to termination and that its approval will be deemed effective upon expiration of the term. If the customer does not exercise its right to termination, the change shall come into effect on the date indicated in the notification of change.

### 2 Services of telegra

2.1 telegra provides its telecommunications services and other services to customers in line with its technical and operational capacities. There is no obligation on the part of telegra to implement the very latest technology in the rendering of its services; however, telegra always aims for the current state of the art.

2.2 telegra shall be entitled to modify at any time the technical, operational or contractual conditions underpinning the contracted services, provided such modifications improve the contracted services and the provision of services is not affected. The customer shall be promptly informed in writing of any such modification.

2.3 As part of our telecommunications services, telegra offers its customers the use of a virtual telecom system, a subscriber line (call number) and incoming and outgoing telephony.

2.4 telegra provides both geographical call numbers (local network call numbers) and call numbers in the field of business telephony (including, in particular, 0800 and 0180 and the use of international call numbers) to its customers who wish to be available for end customers via call numbers set up by telegra.

2.5 Over and above the provision of telecommunications services in a stricter sense, telegra also provides to customers other associated special services (e.g. telegra ACD, telegra CONTROL, telecom facilities rental such as end devices).

2.6 Full particulars regarding telegra services can be found in the respective Special Business Conditions or, if applicable, separate specifications of service or any SLAs comprised in the contract.

2.7 telegra shall be entitled to employ third parties in the provision of services owed under this contract. telegra shall select these carefully to the best of its knowledge.

### 3 Provision of call numbers assigned to telegra

The provision of call numbers to customers by telegra, which were originally assigned to telegra by the German Federal Network Agency, and/or the derived assignment of such call numbers shall be performed solely in accordance with Clause 2.4 of these General Business Conditions. The customer shall have no right to the provision of certain desired call numbers by telegra.

### 4 Conclusion of contract, ordering individual services, security deposit

4.1 For the provision of individual services under this contract, a written order is generally required for each service using the order form provided separately in addition to transmittal of signed price lists for the services ordered and transmittal of a completed and signed service agreement form (master agreement) in addition to the required documents. The customer shall be bound to the order placed with telegra 4 weeks from receipt. The acceptance of orders shall remain at telegra's discretion. The agreement governing the provision of individual services shall come into effect upon confirmation in writing of the order by telegra (e.g. by e-mail or fax) or upon clearing or execution of the requested service by telegra.

4.2 Unless otherwise agreed, a separate agreement between the parties shall come into effect for each service ordered (e.g. the setting up of a call number, channel or extension station etc.), even if the customer has simultaneously ordered several services (e.g. call numbers) of the same variety using the same order form

4.3 telegra shall be entitled to review the customer's credit rating before concluding the (general) contract and during the term of the contract. In doing so, telegra may source suitable information from credit inquiry agencies. The customer hereby consents to this. telegra shall disclose to the customer upon request the names and addresses of any credit inquiry agencies consulted.

4.4 To cover any default of payment on the part of the customer, telegra shall also be entitled to make the provision of its services conditional on the payment at an appropriate rate of a security deposit by the customer. The payment of a security deposit by the customer may also be demanded during the term of the contract. In case a security deposit should be deemed necessary, telegra will come to an agreement with the customer regarding details on an in-

dividual basis. The security deposit is to be paid by the customer either by depositing a defined monetary sum in the account of telegra or by providing, as principal, an indefinite declaration of suretyship from an approved credit institution in the European Economic Area. A security deposit shall be payable and utilised by telegra once a customer's liabilities exceed receivables for provider reimbursements and the customer fails to pay telegra despite payment being due and reminders being sent. telegra shall pay back the security deposit to the customer upon termination of the service for which the security deposit was paid, once no further expenses from the service are owed by the customer to telegra, provided the security deposit has not already been used by telegra.

### 5 Duties and obligations of the customer

5.1 Within the contractual relationship and also in using call numbers, the customer undertakes to strictly observe any legal conditions applicable and any applicable Federal Network Agency's (BNetzA) allocation rules (such as number plans) and any foreign law which applies (in the case of international call numbers). Specifically, the customer shall not use the services provided by telegra to conduct illegal activities or for other misuse.

5.2 The customer shall provide telegra with a business e-mail address that telegra can use to send fundamental contractual declarations and contract documents, e.g. relating to the creation and modification of business conditions, specifications of service and SLAs.

5.3 Unrequested, the customer shall inform telegra immediately in writing of any change to its company, including to its legal form, its legal representatives, its address, its billing address and e-mail address (for contract notifications from telegra) and to submit to telegra appropriate evidential documentation (e.g. modified entries in the Commercial Register) without being prompted to do so. If the customer culpably violates this obligation and if as a result the customer is not contactable for telegra, the customer shall be held accountable. Changes to bank account details shall always be notified by the customer to telegra immediately in writing. The customer shall allow for a lead time of at least three working days.

## 6 Responsibilities and specific duties of the customer as a provider of value-added services

6.1 The customer has sole responsibility for the marketed product and content of the services provided at the call numbers set up for the customer by telegra. The customer affirms that the marketed product and content of the services comply with all applicable legal regulations and do not violate any third-party rights. The customer shall also ensure that the use of value-added service call numbers (i.e.: 0800, 0180, or international (value-added) call numbers) complies with the provisions of the German Federal Network Agency (e.g. regulations in the official journal of the German Federal Network Agency, specifically conditions of use in the form of number plans or similar) or, in the case of call numbers abroad, the appropriate legal and regulatory conditions of the country in question.

6.2 In the event that a call number is used by the customer's customer (sub-customer), the customer shall disclose to telegra the name and summonable address of the sub-customer immediately, at least on request, to ensure telegra is able to comply with its duties of disclosure to the German Federal Network Agency (cf. 7.2 of these General Business Conditions).

6.3 The customer shall provide telegra with an address for complaints in addition to a complaint hotline number reachable at standard business hours, and shall ensure that the information held in this regard by telegra is kept up to date at all times.

6.4 The customer shall indemnify telegra in cases of suspicion of misuse and/or determined cases of misuse.

6.5 Provision of customer data

6.6 telegra shall be authorised to provide details of the names and addresses of customers in the event of an enquiry or complaint that indicates a legitimate interest and, if applicable, to refer the party instigating the enquiry or complaint to the customer directly. To this end, telegra will refer to the data provided by the customer in accordance with Clause 6.3 of these General Business Conditions.

6.7 Notwithstanding the above, telegra will provide details (name, summonable address and, if applicable, complaint hotline number) of customers or, if applicable, their sub-customers, where required to do so in compliance with its legal obligations, e.g. pursuant to the German Telecommunications Act (TKG) (currently Articles 66i and 111 ff.).

## 7 Charges for services / invoicing, settlement of accounts and terms of payment

7.1 telegra shall invoice the customer for the fees chargeable for the services agreed after provision of the services or, in case of recurring services, monthly (calendar month). Prices listed in the agreed price lists do not include value-added tax at the legally applicable rate. The invoices or credit notes of telegra shall be raised exclusively on the basis of traffic data logged by telegra or any upstream service partners. Statistical information disclosed by the customer itself or by telegra for information purposes is not relevant to invoicing.

7.2 The customer shall be bound to pay the charges as agreed, such as non-recurring, monthly, consumption-based and other charges.

7.3 Non-recurring charges such as setup costs shall be due with the first current invoice.

7.4 Monthly charges, such as standing monthly charges, shall be due from the month in which the service is provided in serviceable condition or its performance effected for the first time. There are no pro rata charges.

7.5 Other charges shall be due each time after a service has been provided.

7.6 The price lists shall be applicable for all conceivable services that can be arranged in the current situation. This does not imply that these services have actually been agreed. The decisive factor with regard to the fees chargeable to the customer by telegra is the question of which services have in fact been ordered by the customer or which services in particular have been agreed, for which the prices listed in the agreed price list shall then take effect provided no conflicting agreement has been reached. The same applies should any service actually be used.

7.7 telegra shall offset any provider's reimbursements against the accounts payable to it by the customer by credit note on a monthly basis as well.

7.8 Invoices will be issued in electronic form unless otherwise agreed.

7.9 Charges owed to telegra for services rendered under contract as well as any other receivables (e.g. default interest) shall be offset by telegra, where possible, using any provider reimbursements payable to the customer from value-added services.

## 8 Due dates, receipt, objections, SEPA direct debits

8.1 Charges for telegra's services shall generally be payable immediately upon receipt of the invoice; Clause 9.4 below sets out an alternative due date for customers using the direct debit payment method. An invoice lodged electronically in the service portal telegra CONTROL on our homepage or sent via other means of transmission agreed upon with the customer (e.g. by e-mail) shall also be deemed to have been received. The customer is responsible for receptionability. As a rule, the fees payable to telegra and any provider's reimbursement shall be billed on a monthly basis. In the event of a balance payable to telegra, the due date stipulated in sentence 1 of this provision shall apply.

8.2 telegra shall pay to the customer as a rule approx. 6 weeks after the end of the invoicing month and at the latest on the 15th of the month after next, any credit balance payable to the customer from provider reimbursements after the offsetting of charges payable to telegra, provided these are covered by a commensurate payment to telegra by the respective local exchange operator, once payment has been received from the respective local exchange operator.

8.3 Complaints or objections against invoices or credit notes issued by telegra must be made to telegra in writing within 8 weeks of receipt. If no complaint or objection is made within this period, invoices shall be deemed to be approved. telegra shall inform the customer of this separately as part of the invoicing process. The date of dispatch shall be used to determine time-limits.

8.4 For the execution of payment transactions the customer may give a SEPA direct debit mandate to telegra in connection with services invoiced by telegra. In the process of executing SEPA direct debits, telegra will issue advance notices to its customers / debtors at least 2 bank working days (MON-FRI, with the exception of public holidays) before execution of the relevant direct debit.

8.5 If any direct debits are reversed or cannot be implemented any more for any reason, the customer shall reimburse the bank charges telegra incurs in this respect. telegra shall invoice the customer for these costs, and shall show the customer proof of the bank charges incurred if required.

## 9 Offsetting and assignment

The customer may offset its accounts payable to telegra or

exercise a right of retention only if the customer's receivables on which offsetting or retention is based is uncontested, established as final and absolute, or recognised by telegra. The customer shall not be entitled to transfer receivables against telegra to a third party without telegra's written approval to do so.

## 10 Default of payment, default charge

10.1 The customer shall be deemed to be in default of payment of fees or other monies payable to telegra, without separate reminder, if payment is not made to telegra within 30 days of receipt of invoice and due date. The customer shall be deemed to be in default of payment before expiration of the 30-day period if, after the due date, it fails to respond to a payment reminder (with deadline set) issued by telegra within the period specified.

10.2 If the customer is in default of payment, telegra shall be entitled to charge default interest at a rate of 9% above the base rate from the date the customer is first in default of payment. Both contracting parties shall be at liberty to evidence a higher or lower loss. In the event of default, telegra may also charge a lump sum in the amount of EUR 40.

10.3 telegra reserves the right to assert further claims or pursue other rights in accordance with the German Telecommunications Act (e.g. blocking of the connection) in the event of default of payment.

## 11 Value added tax

telegra's services, and those of the customers, if any, are billed subject to current tax rules in the Federal Republic of Germany at any time.

## 12 Price modifications made by telegra

telegra may modify its prices for the charges due to it for the future, although, if the modified prices are for advance services in relation to the customer, they will remain unchanged in the event of doubt. telegra shall inform the customer of any modifications to price structures and validity periods with updated price lists. Notification of price modifications must be made by e-mail or fax using the customer's recorded contact data at least 4 weeks before the modified prices come into effect. The continued use by the customer of telegra services after the price modifications disclosed have come into effect indicates the customer's acceptance of the price changes by conduct. This must be

pointed out to the customer when notification of a price modification is given.

### **13 Misuse prevention, instruction pursuant to Art. 45o German Telecommunications Act [TKG]**

The customer shall not offer or otherwise supply unlawful content (e.g. unethical, punishable or otherwise illicit) via call numbers provided by telegra and advertise the content provided lawfully. Specifically, the customer shall ensure that users or potential users do not receive any form of unsolicited advertisement or telephone advertising in violation of the obligations of call number forwarding (cf. Art. 102 par. 2 German Telecommunications Act [TKG]). The customer shall also be responsible for ensuring that its own customers (sub-customers), if any, do not violate the obligations specified above, and that no content is provided that could harm the reputation of telegra.

### **14 Costs of legal prosecution and defence**

14.1 If the customer violates any one of its contractual obligations and, if as a result telegra is engaged by a third party, including state bodies, for omission, compensation for damages or to any other end, the customer shall indemnify telegra in their internal relationship and at first request from any such claims during and after the contract period.

14.2 This indemnification by the customer shall also encompass court and legal fees incurred by telegra in the pursuit of legal prosecution and defence action, and, in the latter case, legal advice.

14.3 The customer shall also be liable for its subcustomers in this respect.

### **15 Quality of service and fault clearance**

15.1 telegra shall provide the contracted services to the customer as quickly as possible. Terms for the provision of services and deadlines for supply shall be deemed binding only where these have been confirmed as binding by the customer in writing. The terms and deadlines agreed as binding shall be deferrable by an appropriate period should a temporary and unforeseeable impediment of service beyond the control of telegra occur.

15.2 telegra shall ensure its systems are operated accordingly in line with its operation and technical capacities. If the provision of services by telegra depends on the availability of third party networks (e.g. subscriber network operator) or transmission paths provided by third parties), no influence can be exerted on the quality or availability of these networks, and as such no guarantee whatsoever can be assumed in this respect. Telegra has an average availability of 97.5% over 365 days. Availability is to be calculated on the basis of the average of all speech connections committed to the customer. Periods of maintenance, installation and retrofitting are not included in the calculation.

15.3 The customer shall report any faults that occur to telegra immediately. During business hours (MON-THU 8:00 a.m. to 6:00 p.m., FRI 8:00 a.m. to 4:30 p.m.), the telephone number and e-mail address of telegra's customer service department shall be available to the customer to report any such instances. A technical call-out service shall be available outside of business hours at the contact data supplied by telegra.

15.4 The response time for fault clearance activity to be initiated is max. 4 hours between the hours of 8:00 a.m. and 6:00 p.m. (MON to FRI) in the event of faults within the systems of telegra, except as otherwise provided in any SLAs. The customer must comply with its duties of cooperation for fault clearance activity to be initiated. The customer shall be required to cooperate reasonably during fault analysis. Specifically, the customer must grant telegra or its agents unrestricted access to facilities housing any potentially affected technical equipment. If the customer fails to meet its duties of cooperation or parts thereof, allowances with regard to resulting extended periods of downtime shall be made to the benefit of telegra as regards connection availability and response times.

15.5 If the customer itself caused the fault reported, the customer shall be required to bear the costs of fault clearance incurred. The duties of fault clearance involving end devices owned by the customer and connected to telegra's connections rest with the customer alone.

15.6 If telegra falls behind with the provision of its services, the customer shall be entitled to withdraw from this contract if a suitable grace period with threat of cancellation set forth by the customer has similarly elapsed. The grace period must be at least 14 days. All other claims on the part of the customer regarding default are excluded, provided telegra has not acted wilfully or with gross negligence or has not complied with its contractual obligations in respect of an assured characteristic.

## 16 Force majeure

In cases of force majeure, telegra shall be exempted from its performance obligation for the duration of the impediment to performance. “Force majeure” is constituted by events that occur beyond the control of telegra and unavoidably impede performance of individual or multiple contractual obligations, e.g. natural disasters, wars or uprisings. Force majeure shall also be deemed to have occurred in a situation in which telegra is not provided with the telecommunications transmission channels required by third-party businesses, unless telegra is to be held accountable for this. Labour disputes at such third-party businesses shall be equated to force majeure.

## 17 Warranty

17.1 telegra guarantees provision of its services in accordance with the recognised and customary state of the art and in compliance with all applicable safety provisions for the proper operation of the telecommunications network. Any claims to price reduction or revocation are hereby excluded, provided that telegra has eliminated the fault within the working day following the fault report. Any other claims on account of delay, particularly for withdrawal from the contract, are excluded unless telegra has acted deliberately or with gross negligence, or if no assurance was given as to the deadline or characteristic in question.

17.2 The customer is aware that performance of the services of telegra depends on networks being provided and made available by subscriber network operators and/or transmission channels being provided by third parties. telegra therefore does not provide any guarantee of the permanent availability of such telecommunications networks and transmission channels, and hence for the constant provision of its services at any time. telegra shall, however, transfer any warranty claims it may have against third parties in this respect to the customer, which shall accept such transfer.

## 18 Liability

18.1 telegra shall have unlimited liability – except for the situations specified in Art. 44a of the German Telecommunications Act [TKG] or below – for asset or property damage caused deliberately or with gross negligence by one of its legal representatives or vicarious agents performing its obligations or carrying out work on its behalf, and for the absence of a warranted characteristic, and also for any deliberate or negligent injury to life, body or health. Liability

under the German Product Liability Act [Produkthaftungsgesetz] is also unlimited.

18.2 telegra shall have limited liability for property damage suffered by the customer in the context of provision of telecommunications services for the public through actions of telegra or vicarious agents performing work on its behalf for up to the liability limits set in Art. 44a TKG – currently €12,500 – per claim. If several customers of telegra are harmed by the same event causing damage, the total liability shall be limited to ten million euros. If the total amount of individual damages exceeds the upper limit, the compensation shall be reduced proportionately according to the ratio of the total amount of compensation claims to the maximum amount. This liability limit shall not apply if the damage has been caused deliberately.

18.3 If the customer is held accountable by one of its own customers (sub-customers) for property damage, and telegra is answerable for this within the internal relationship, telegra shall be liable to the customer for an amount of up to €12,500 per claim event per third-party customer. The liability towards the entire body of the customers’ sub-customers shall be limited to ten million euros per event causing damage. If the amounts payable to multiple partners on the basis of the same damage-causing event exceed this upper limit, the compensation shall be reduced proportionately to the ratio of the total amount of compensation claims to the maximum amount.

18.4 telegra shall be liable, for itself and for its vicarious agents, for damage not relating to the provision of telecommunications services, on any legal basis whatsoever, only where a fundamental contractual obligation (a “cardinal obligation”) has been breached culpably in a manner jeopardising the contractual purpose, or if the damage is attributable to deliberate action or gross negligence. If a culpable breach of a cardinal obligation is not deliberate or grossly negligent, the liability amount shall be limited to such typical contractual claims that could reasonably have been foreseen at the time of the signing of the contract. “Typical contractual claim” shall be deemed to mean an amount of €12,500. In cases of ordinary negligence, telegra shall not be liable for consequential harm caused by defects, indirect damage or loss of income.

18.5 Liability in other respects is hereby excluded, to the extent legally permitted. telegra will not, in particular, accept any liability for any loss of data or hardware problems which are due to the existing components on the customer’s PC system being incompatible with the new hardware or software or with that to be modified, or for system configurations which may arise due to existing misconfigurations or

older problematic drivers which have not been entirely removed, likewise for the loss of voice data, e.g. mailboxes, which telegra provides for the customer.

18.6 To the extent that exclusion or limitation of the liability of telegra is operative, the same shall also apply to the personal liability of employees, other staff, governance structures, representatives and vicarious agents of telegra.

18.7 All liability claims, on any legal basis whatsoever, shall become time-barred 12 months after the injured party has become aware of the circumstances giving rise to the claim. An exception shall apply in cases of deliberate damage, liability under the German Product Liability Act and tort. In this case, the legal period of limitation shall apply.

## 19 Term and termination

19.1 The contract for services (by way of the master agreement) cannot be terminated until such time as the last product ordered can be terminated.

19.2 Unless otherwise agreed, the (master) agreement and the individual orders are for an indefinite term, and are subject to termination by either party with advance notice of one month to the end of a month. This is without prejudice to a right of extraordinary termination for cause for both parties

19.3 Porting of call numbers to other network operators during the term of contractual relationships with telegra shall be excluded. Rather, any such porting can only be done to the end of the contract concerned in each case.

19.4 Termination shall be given in written form in all cases.

19.5 Termination for cause is permitted in particular where the customer is two monthly payments in arrears in respect of fees payable to telegra, or where insolvency opening proceedings have been instituted against it or against telegra or the opening of the insolvency proceedings has been declined because of return unsatisfied, or in a situation of impending overindebtedness. telegra shall also be entitled to immediate termination of the contractual relationship as a whole or of individual services (Services) if the customer (or one of its customers) repeatedly breaches material contractual obligations in spite of relevant warnings (see especially Clauses 6 and 15 of these General Business Conditions).

## 20 Data protection and telephone confidentiality

20.1 During the performance of the contract, the contracting parties shall comply strictly with legal data protection provisions, in particular the German Federal Data Protection Act (BDSG), the German Telecommunications Act (TKG), including its provisions on telephone confidentiality, and where applicable the German Telemedia Act (TMG).

20.2 telegra shall collect, process, use or disclose the customer's personal data to third parties to the extent required, legally ordered or permitted, or under relevant authorisation from the partner, for the performance of its contractual obligations.

20.3 telegra shall collect, process, use or disclose end customers' personal data to third parties only where legally ordered or permitted – in particular by the TKG or BDSG – or where the end customer has given authorisation for this.

20.4 The parties shall make its staff entrusted with data processing functions aware of the legal aspects of data protection, and obtain a written undertaking to comply with data protection confidentiality (Art. 5 BDSG) and telephone confidentiality (Art. 88 TKG).

20.5 The customer hereby authorises telegra to send contract-related correspondence including attachments, such as invoices, unencrypted by e-mail. It will not be encrypted unless the customer instructs specifically in writing that this is to be done. The same applies to up- and downloads on the customer's part, such as statistics to and from telegra's CONTROL service portal. telegra advises customers expressly to instruct and use the encryption facilities provided for e-mails and up- and downloads.

## 21 Statistics, use of telegra online tools, personal access data

21.1 telegra shall provide the customer monthly or at other regular intervals in accordance with data protection legislation with statistics on inbound and outbound connections or other services of telegra. Statistics shall be anonymised in respect of the personal details of subscribers in accordance with the provisions of data protection legislation. The relevant legal data protection requirements shall apply in each case (in particular TKG, BDSG). telegra shall be entitled to make changes in producing statistics for the future. The customers shall be notified of any changes in good time with not less than three weeks' notice.

21.2 Statistics shall be retrieved, unless otherwise

agreed, via the customer account provided for the customer in the service point “telegra CONTROL “on telegra’s website. The customer shall be able to retrieve the statistics compiled for it on that page by entering its access details (access ID and password).

21.3 The customer undertakes to keep its access details for telegra online tools, e.g. its access ID and password for the telegra CONTROL area, and its retrieved data, confidential and to not disclose them to unauthorised third parties. The customer shall comply with legal security and data protection provisions in this context. The customer shall change the initial password provided by telegra when logging in for the first time. telegra shall be entitled to open access to the customer account in the telegra CONTROL service point or to other customer accounts in telegra online tools whenever the access ID and associated password have been input.

21.4 The customer shall be accountable to telegra for any abuse or disclosure of its access details, and must notify telegra accordingly without delay. telegra will not accept any liability for damage to the customer or third parties from the improper or unauthorised use of access details. telegra shall further not be liable for any settings or changes made by the customer or a third party commissioned by the customer or other third party in the telegra CONTROL service point or other telegra online tools.

21.5 Access details may be stored on a PC, USB stick or other storage medium in encrypted form only.

21.6 telegra offers the customer the option to send encrypted information by e-mail. If the customer does not make use of this option, telegra shall be entitled to send unencrypted information to the customer as well.

## 22 Secrecy / confidentiality

Both contracting parties agree to treat all findings and information which they have obtained or will obtain in the course of concluding and/or executing the contract in confidence and not disclose them to any third parties, including what contractual relationships exist and on what terms. Any documents marked as confidential shall be treated as particularly confidential.

These confidentiality obligations do not apply to any information which

- a. was known to a party at the time the contract was negotiated and/or concluded without its being bound by confidentiality in that respect,

- b. was already published at the time above or subsequently, without this being attributable to whichever party received the information acting in breach of its statutory or contractual obligations, published by third parties,
- c. was disclosed, before or after this contract was created, by an authorised third party who was not bound by confidentiality,
- d. was known or in the public domain before that information was disclosed [between them],
- e. was known or in the public domain without breaching the provisions above before it was disclosed [between them],
- f. the other contracting party cleared expressly in writing, or
- g. is required to be disclosed by law or as ordered by the courts or the authorities.

These confidentiality obligations shall continue to apply for one year from when the contract is terminated.

## 23 Final provisions

23.1 All declarations regarding or in connection with this contract shall be made in writing. Any verbal agreements shall not apply. Any changes or additions to the contract, or cancellation of the contract, shall also be in writing. This also applies to changes to the requirement of written form.

23.2 If one or more of the conditions of these General Business Conditions are inoperative on the basis of legal provisions, the operative status of the remaining conditions shall not be affected. The parties undertake to replace the conditions that have become inoperative with equivalent conditions in terms of the economic outcome.

23.3 telegra may transfer the rights and obligations from the contract to an associated undertaking according to Art. 15 of the German Stock Corporation Act [AktG]. The partner may transfer rights and obligations from the contract, or merely its claim to individual services, to third parties only subject to prior consent in writing from telegra. This shall be without prejudice to Art. 354 a of the German Commercial Code [HGB].

23.4 German law shall apply as it applies between domestic parties. This shall also apply if the customer is based abroad. The UN Sales Convention shall not apply.

23.5 The place of jurisdiction shall be Cologne if the customer is classified as a “merchant” [“Kaufmann”], the contract forms part of its trading activities, the customer is a legal entity under public law or a special fund under public law.