

Service Contract

between

Fact Informationssysteme & Consulting GmbH
Hellersbergstraße 11
41460 Neuss – Germany

hereinafter: Fact

and

hereinafter: data provider

each party also being named as Contractor and together “the Contractors”

The Contractors mentioned above conclude the following service contract. Precondition for the conclusion of this agreement is the bilateral legally binding signing of the Confidentiality Agreement between the Contractors.

Fact operates a platform for the exchange and provision of selected financial data (Fin XN), the service. The data provider wants to distribute confidential financial information (“Financial Information”) to selected third parties via the platform Fin XN.

Whereas the Contractors agree to the following:

§ 1 – Contract

Fact will provide the data provider access and use of the platform Fin XN. The data provider's user will receive its login data (user ID and one-time password for the initial login).

Via the platform Fin XN the data provider will have the right to confirms or rejects requests from data receivers to receive Financial Information. Requirement for the processing of such requests is that the Contractors sign the present service contract. The identity of the data provider has been checked by Fact. A further condition for such requests is the consent of the data provider to publish the name and logo of the data provider, regarding to the platform Fin XN.

If the data provider wants to provide the verified data receivers with the requested financial information, the platform will determine the data consigned by the data provider to the authorized data receiver. The property and sovereignty of the Financial Information remains the sole property of the data provider.

Fact will only provide Financial Information to data recipients who have been authorized by the data provider to receive such Financial Information.

The Fin XN platform will records every successful supply of Financial Information to a data recipient.

The platform will also record all changes to the data. The protocols and the externally supplied data will be archived for at least 5 calendar years.

Fact grants the data provider the opportunity to create or change their own users of the data provider on the platform Fin XN. The permission management of the user is guided by notice from the data provider.

The data provider remains the owner of the Financial Information and the authorized data recipients shall only be entitled to use the data in accordance with their reporting duties. The data provider can also share the same Financial Information to multiple receivers.

§ 2 – Duration and termination of the contractual relationship

The service detailed in the contract shall commence upon signature by Contractors and has an open-ended term. The contract may be terminated by either party upon delivery of at least ninety (90) days' written notice to the other party, but no earlier than 12 months from the commencement date. The notification period is 3 months to the end of the calendar year.

§ 3 – Compensation

Fact provides the access and use of the platform for data providers without charge. Further chargeable additional services of the platform can be applied individually.

§ 4 – Availability of the platform Fin XN

Fact guarantees availability of the platform Fin XN, accessible at the URL <https://app.finxn.com/login>, for 99% of the calendar year.

Not included are times, in which the platform Fin XN cannot be reached due to technical or other problems which are not within the control of Fact (Act of God, third party defaults, etc.). Also excluded are times due to maintenance that were announced with a notification of at least 48 hours.

§ 5 – Warranty

Fact ensures that all users of the platform Fin XN have signed a confidentiality agreement.

§ 6 – Liability

Fact is only liable for willful misconduct and negligence.

Fact will not be liable should the data receiver abuse their rights and / or disclose the data to unauthorized third parties.

Within the confidentiality agreement Fact has done its utmost possible to exclude misuse of data by data receiver. As far as possible this confidentiality agreement ensures a safety, in which a penalty of € 50,000 has been agreed.

In particular, Fact is not liable for breaches of the confidentiality agreement and / or the service contract for the use of the platform Fin XN by data receiver. It has been expressly agreed that the data provider cannot hold Fact liable for confidentiality breaches of data receiver. In return, Fact agrees to assign to the data provider any claims for damages it may have against a data receiver.

As a service provider, Fact is responsible for the content and information under the general laws on this platform regarding § 7 Abs. 1 Telemediengesetz of the Federal Republic of

Germany (TMG); but according to §§ 8 to 10 TMG Fact is not obliged to monitor the transmitted or stored information.

A removal or blocking of this content will take place immediately from the date of knowledge of a specific infringement. A liability is only possible from the time of becoming aware.

§ 7 – Confidentiality, data security, privacy

When visiting the platform Fin XN, certain information (including date, time, page) concerning the access to the server can be stored. If personal data is collected, this occurs with the prior consent of the user of the platform Fin XN. A transfer of data to third parties will not take place without the express written consent of the user.

§ 8 – Contract basis

German service contract law is agreed as the contractual base.

§ 9 – Severability

Nullity or invalidity of any individual provisions of this Agreement shall not affect the validity of the remaining provisions. It does not cause the invalidity or ineffectiveness of the whole contract.

Changes and additions to this contract must be made in a writing signed by both Contractors. Unwritten agreements have not been made.

Any disputes arising hereunder will be settled before a competent Dusseldorf court of law in Germany. For the contract and the legal relationship between the Contractors, exclusively and only the law of the Federal Republic of Germany is applied, excluding the UN-Law.

Neuss,

Fact Informationssysteme & Consulting GmbH
