

Terms of Use

I. Platform / validity of the terms of use

1. CreditLinks GmbH ("**CreditLinks**" or "**we**") provides - via the website www.creditlinks.de – corporate enterprises, financial institutions and professional investors as well as their advisors access to a digital platform ("**Platform**") for the exchange of data and information (e.g. in connection with corporate financings).

2. Access to and the use of the Platform, including the provision and use of content on the Platform, is subject to the following Terms of Use.

II. Legal Relationships / Change of Terms of Use

1. Neither these Terms of Use nor granting of access to the platform shall constitute contractual performance obligations on our part towards a user. In particular, there is no right for an individual user to access the platform unless we have committed to do so by a separate agreement with you or your company or organization ("**Customer Agreement**").

2. If we are obliged by a Customer Agreement to grant access to the platform to one or more persons, this right may only be exercised by the customer, subject to any deviating regulation in the respective Customer Agreement. Individual users cannot claim any own rights from a Customer Agreement (no contract in favour of third parties or contract with protective effect in favour of third parties).

3. We reserve the right to change these Terms of Use at any time. In principle, access to the platform is subject to the consent to our Terms of Use as amended.

III. Blocking and disabling platform access / blocking and deletion of platform content

1. We may temporarily or permanently block or disable a user's access to the Platform at any time without giving reasons or prior notice, unless the Customer Agreement precludes this. In any case, we are entitled to do this

a) as far as we are obliged to do so according to the Customer Agreement, or

(b) if a user breaches any provision of these Terms of Use or a Customer Agreement, if that breach is not merely minor or if continued breaches have occurred which are not completely irrelevant, or

c) if a user violates applicable laws and regulations, or

d) if a user does not agree to changed Terms of Use.

2. We are also authorised at any time to temporarily or permanently block or delete content posted on the Platform without giving reasons or prior notice, unless the Customer Agreement precludes this. In any case, we are authorised to do this

a) as far as we are obliged to do so according to the Customer Agreement, or

b) Platform contents violate legal regulations or infringes third parties.

IV. Use of the Platform / obligations of the user

1. Only registered users may use the Platform. Upon initial registration and in case of any subsequent change of information users are required to provide truthful information about themselves and the company or organization for which they are acting or they are employed with. The password is to be kept strictly confidential. Users must ensure that third parties, including individuals within their company or organization, do not receive the password.

2. The Platform may only be used according to functions / functionality provided. We do not grant any further rights. The design, user interface, functions, features, workflows, communication options, data fields and formats as well as all other content not provided by a user (data and information) are our intellectual property or that of our commissioned creators and are (normally) subject to German copyright.

3. Users are obliged to treat Platform content provided to them strictly confidential. In particular, the use of platform content, in addition to the terms of these Terms of Use, may be subject to a (further) confidentiality agreement concluded between our customer and the company or organization to which the user belongs. Please note that the disclosure of confidential platform content to unauthorized third parties may in particular constitute a punishable betrayal of company and company secrets.

4. The use of the Platform content, in particular the making and subsequent use of copies, downloads and illustrations of content available on the Platform, may only be used within the scope of the permitted purpose. The purpose of the permitted use will

usually be based on the contract between our customer and the company or organization to which the user belongs.

5. If a user has the right to upload data, information or documents to the Platform or otherwise make them accessible via the Platform, the respective user must ensure that these data, information or documents are uploaded or otherwise made accessible without infringement of legal or contractual obligations, in particular secrecy or confidentiality obligations. We are under no obligation to verify uploaded content before release on the Platform whether disclosure is allowed.

6. To the extent that a user has the right to invite other persons, the respective user must ensure that the invited person is allowed to obtain access to the Platform and available content without breaching legal or contractual obligations, in particular secrecy or confidentiality obligations. We are not obliged to verify before activation whether access for an invited user is legitimate.

7. Each user also undertakes to observe all other relevant legal regulations.

8. The right to use the Platform is not transferable.

9. In case we have secure knowledge that a user violates applicable laws and regulations or any provision of these Terms of Use, we will take immediate action to prevent recurrence. For damages, including additional expenses incurred by a breach of duty of the user, the respective user is personally liable to us. If, according to the customer agreement, we also have a claim against our customer, then the customer and the user are jointly and severally liable.

V. Warranty and liability

1. Access to and use of the Platform is solely granted to fulfil obligations vis-à-vis our customers, to initiate a customer agreement or for testing purposes. We do not assume any warranty or guarantee against our users. In particular, we do not warrant that access to and use of the Platform will be uninterrupted.

2. Platform content is provided by users. We do not review these data, documents and information and assume no liability for the accuracy of Platform content. Furthermore, we do not check whether Platform users are authorised to upload the relevant documents and therefore do not accept any liability for the legality of the upload. We expressly point out that we do not provide any advice with regard to the analysis and evaluation of Platform content. The provision of content is not to be understood as a classification, assessment or recommendation concerning particular categorisations,

creditworthiness, lending decisions or other decisions. Platform content must be verified by each user for suitability for the respective purposes. In this regard, we recommend external, professional advice on respective subjects.

3. Regardless of the respective claim basis, our liability is limited to intentional or grossly negligent damage caused by us. In cases of ordinary negligence, our liability is limited to (i) damage resulting from injury to life, limb or health and (ii) damage resulting from a breach of essential contractual obligations which are indispensable for the proper performance of the contract. We do not assume any contractual performance obligations vis-à-vis the users and, except for ancillary contractual obligations arising from the law, we do not have any contractual obligations. In any case, completeness and correctness of Platform contents are expressly not essential contractual obligations. In the event of a breach of an essential contractual obligation, our liability is limited to the damages typically foreseeable as a result of such breach of duty.

VI. Data Protection / Access to Platform Content / Responsibility

1. In connection with the operation of the Platform, we process personal data. We process personal data essentially for the implementation of our offer and the fulfilment of our obligations to our customers. We refer in particular to the following processing activities:

a) We record all user activity on the Platform, including printing, viewing and downloading activities as well as viewing time, in order to comply with the Client Agreement and to secure evidence with respect to proper use of the Platform. The Platform provides certain users of the customer with a series of real-time reports on users' activities.

b) Data that we receive from users in connection with the invitation of other persons is stored and used by us to enable access.

c) Content posted by users may contain personal data.

2. Generally, we do not view any content posted by users. Even though content posted by our customer might not be affected, we are entitled to view and further process Platform content, including transmission, if the occurrence of system errors, security concerns, or breaches of regulations requires viewing and processing.

3. The user must ensure that personal data provided by third parties, which he makes available to us or on the Platform, may be used for designated purposes and that the data protection regulations, including fulfilment of information obligations and rights of concerned persons, are observed. Users who register for the use of our service will be informed about the processing of their personal data via our data protection policy upon

registration. We will also ask for consent of users to process their personal data in accordance with our data protection policy. We point out that our data protection policy does not contain the entire information that the user or the company or organization to which he belongs has to make to comply with the obligations of a controller.

4. Each user is obliged to comply with data protection regulations if he takes note of, uses or otherwise processes personal data of third parties in connection with the use of the Platform.

VII. Applicable law

These Terms of Use are governed by the laws of the Federal Republic of Germany.

VIII. Final provisions

Should any provision of these Terms of Use be invalid in whole or in part or lose their validity in the future, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by the provision which comes closest as possible to the intended purpose of the ineffective provision.