

TERMS OF USE
BREAKOUT POINT GMBH

1. Scope of Application

- 1.1. The terms and conditions set out herein govern the terms of use (the “**Terms of Use**”) of the services offered by Breakout Point GmbH, Düsseldorf (“**Breakout Point**”), on its website (the “**Services**”) to each client registered in accordance with this Terms of Use and using the Services (“**Client**”).
- 1.2. The contractual relationship between Breakout Point and any Client shall be exclusively governed by this Terms of Use and in particular excluding any of the Client’s general terms and conditions, service, purchase or other terms even if not objected to specifically, unless the applicability of any such terms has been explicitly agreed.

2. Steps to conclude contract / create User Account; Contract Data

- 2.1. To use the Services the Client has to create a personal user account. For such purposes, the Client has to register by entering the requested data in the input mask; thereafter, the Client will receive a password-protected user account (the “**User Account**”). The data stored in the User Account can be changed by the Client at any time. The entire User Account can be deleted by the Client at any time.
- 2.2. The usage rights granted by the creation of the User Account are limited and designated only for the specific registered Client and are not transferable. The Client shall be responsible for maintaining the access codes and password private, confidential and inaccessible to any third party. If the access codes / password have become known to a third party, the Client shall change such access codes / password immediately.
- 2.3. Upon opening of the User Account the Client also has to provide its credit card details for the payment of the fees for the Services (see Clause 5).
- 2.4. Following registration and opening of a User Account, the Client will immediately receive a confirmation e-mail, confirming that the User Account has been successfully opened and that an agreement on the use of the Services has been validly entered into. Prior to such confirmation, no agreement on the Services has been concluded.
- 2.5. These Terms of Use are available on the website breakoutpoint.com under "Terms of Use". The Client may also print or save this document using the usual function of the Internet browser. This document can also be downloaded and archived as a PDF file by clicking here: <https://breakoutpoint.com/media/public/info/terms.pdf>.
- 2.6. The data on the Client’s order of the Services can be saved by waiting for the automatic order confirmation, which will be sent to the Client to its e-mail address after creation of the User Account. This order confirmation e-mail contains the data of the Client’s order.
- 2.7. Any further mandatory information obligations of Breakout Point shall remain unaffected.

3. Services; Usage Rights; Availability and Maintenance Windows

- 3.1. The Services are provided as a software as a service / cloud solution. The Client is entitled to use the Services stored and running on the servers of Breakout Point (or a service provider commissioned by Breakout Point) (the “**Server**”) for his own purposes during the term of this agreement (see clause 10) as a browser based, and for some functions API, service through the internet. Use of the Services includes accessing, browsing, or registering to use the website of Breakout Point. The usage rights are granted on a non-exclusive, non-transferrable and not sub-licensable basis.
- 3.2. Access to the Services will be provided at the router exit of the data center in which the Server is located ("handover point"). It shall be the Client’s own responsibility to establish and maintain the internet connection between the Client's IT systems and the handover point.
- 3.3. Breakout Point explicitly informs the Client that restrictions or impairments of the Services can arise, which are outside Breakout Point’s control. This includes in particular acts of third parties who are not commissioned by or on behalf of Breakout Point as well as technical conditions of the internet which cannot be influenced by Breakout Point. The hardware, software and technical infrastructure used by the Client can also influence the Services. Insofar as such circumstances influence the availability or functionality of the Services, this shall not affect the conformity of the Services.
- 3.4. Except as specifically granted in these Terms of Use, the Client shall not acquire and shall not be granted any rights to any copyrights or intellectual property rights forming part of the

Services, in particular in relation to software which shall remain the sole property of Breakout Point.

- 3.5. The Services shall be provided with a "Service Availability" of 98% in each calendar month. "**Service Availability**" means the percentage of total time during which the Services are available to the Client excluding the Scheduled Maintenance Window. "**Scheduled Maintenance Window**" means the window during which scheduled maintenance of the Services may be performed, which may cause the Services to be unavailable. The Scheduled Maintenance Window occurs each Saturday 8 p.m. (UTC), and will not exceed 48 hours per calendar quarter. The Scheduled Maintenance Window may be modified by Breakout Point from time to time upon reasonable written notice to the Client. Additional, non-impactful updates to the Services may be released periodically during the work week.

4. Scope of Services; No Investment Advice; Accuracy of Information; Change of Services

- 4.1. The Services comprise the provision of information relating to financial services such as news, analysis, and stock market information Breakout Point deems to be of information value or otherwise useful for its customers.
- 4.2. The Services are an automatically generated and processed comprehension of information collected by Breakout Point in the internet and/or other publicly accessible sources ("**Raw Data**") without personal verification by Breakout Point. Therefore, Breakout Point cannot be held responsible or liable for the accuracy, usefulness or (un-)availability of any Raw Data.
- 4.3. The Services and any information provided on the Breakout Point website shall not be, or construed to be any advice, guidance or recommendation to take, or not to take, any actions or decisions in relation to any investment, divestment or the purchase or sale of any assets, shares, participations or any securities of any kind.
- 4.4. Any information obtained through the Services should never be used as a substitute for financial or other professional advice. Any decisions of the Client based on, or taken by use of, information obtained by the Services are entirely at the Client's own risk.
- 4.5. Breakout Point may at any time and from time to time in its equitable discretion revise, supplement, amend or otherwise change the Services (or any part thereof) as part of a uniform update / modification of its services to its customers, with or without notice to the Client, provided, however, that the general scope of function of the Services shall remain or at least be equivalent to the prior status. In case the general scope of function of the changed Services cannot be upheld equivalent to the prior status, the Client shall be granted a special termination right to terminate immediately without notice period.

5. Fees

- 5.1. For the use of the Services, the Client shall pay the applicable fee as set out in the valid pricelist published by Breakout Point.
- 5.2. The applicable fee shall be due for payment on a monthly basis; payments shall be made upfront for the relevant calendar month. In the first month the fee shall be calculated on a pro-rata basis, depending on the days remaining in such calendar month.
- 5.3. The Client's payment details will be sent to the relevant payment service provider depending on the payment method you have chosen. The payment service provider is responsible for the Client's payment data.

6. Intellectual Property Rights; Restrictions

- 6.1. All image rights, copyrights and other industrial property rights to the contents of Breakout Point's website (including texts, illustrations, graphics, videos, music, brands, logos and other company trademarks) are owned by Breakout Point or third parties providing content. Any use thereof without Breakout Point's explicit consent is not permitted.
- 6.2. The Client shall not be entitled to reverse engineer, decompile, disassemble, or duplicate the software forming part of the Services.

7. Limitation of Liability

- 7.1. Breakout Point shall only be liable for damages, regardless of the legal grounds, in particular, due to the breach of obligations from this Agreement and tort, (i) in case of an injury to life, body or health, (ii) to the extent its statutory representatives or vicarious agents have acted with wrongful intent or with gross negligence or (iii) in case of a breach of an obligation which has essential significance for achieving the contract purpose (cardinal obligations). The term "cardinal obligation" shall mean either an essential obligation which, when breached, places the achievement of the contractual purpose at risk or, abstractly, a performance obligation which makes the fulfilment of the proper performance of the agreement first possible at all and the observance of which the Client can generally rely on.

- 7.2. In case of a negligent (other than grossly negligent) breach of cardinal obligations, the liability of Breakout Point shall be limited to a damage which is typical and foreseeable for the Agreement.
- 7.3. Any liability under the German Product Liability Act shall remain unaffected.
- 7.4. Breakout Point's liability for damages due to defects in the Services already existing at the commencement of the contractual relationship are excluded, to the extent such liability does not require a fault attributable to Breakout Point.
- 7.5. Sec. 536a para. 2 German Civil Code shall be excluded.

8. Third Party Content; Links

Links to other sites and resources provided by third parties, are provided solely as a convenience and for information only. Breakout Point is not responsible for and does not assume responsibility for any content or practice of any such information. Use of any such link or information or service is entirely at the Client's own risk. Providing such links and/or references shall not be considered as approval of any such content. Breakout Point does not control the contents of those sites or resources.

9. Viruses

- 9.1. It shall be the Client's own responsibility to configure its information technology, computer programmes and platform in order to access the Services. The Client is explicitly advised to should use own virus protection software.
- 9.2. The Client shall not (i) knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to Breakout Point's website or (ii) attack Breakout Point's website via a denial-of-service attack or a distributed denial-of service attack. The Client shall not attempt to gain unauthorised access to Breakout Point's website, the server on which Breakout Point's website is stored or any server, computer or database connected to Breakout Point's website.

10. Term and Termination

- 10.1. The term of the agreement on the Services shall commence upon opening of a User Account by the Client and shall be an indefinite period.
- 10.2. Each party may terminate the agreement at any time to the end of a month.
- 10.3. Each party's right to terminate the agreement for good and valid cause shall remain unaffected.
- 10.4. Any termination shall be made in writing, by e-mail or by using the relevant termination function in the User Account.

11. Data Protection

- 11.1. Breakout Point will collect data from the Client within the framework of the fulfilment of the agreement in compliance with applicable data protection laws, in particular with the provisions of the EU General Data Protection Regulation.
- 11.2. Further details are provided in Breakout Point's data protection information, which are accessible here: <https://breakoutpoint.com/privacy-policy/>.

12. Revocation Right (Widerrufsrecht)

A Client who is a consumer (*Verbraucher*) within the meaning of sec. 13 German Civil Code shall have a revocation right in accordance with the statutory provisions of the German Civil Code. The instruction on such revocation right is available under the following link (for legal reasons, the instruction is written in the German language): <https://breakoutpoint.com/bgbinfo/>.

13. Change of Terms of Use

- 13.1. Breakout Point may change the Terms of Use at any time subject to the procedure set out in this Clause 13. Breakout Point will inform the Client in good time, but at least six (6) weeks before the intended amendment of the Terms of Use, by e-mail about the planned amendment and its possibility of objection.
- 13.2. In case the Client has not objected to such amendment within one month after notification, the Client shall be deemed to have consented to such amendment. If the Client objects to the amendment, Breakout Point reserves the right to terminate the agreement.

14. Force Majeure

All events of whatever nature which are outside the control of Breakout Point including, but without limitation, the following: serious accident, strikes, fires, wars, commercial embargos, injunctions or government restrictions, which has the effect of delaying or disturbing the Services ("**Force Majeure Event**"), constitutes by express agreement a reason for the suspension of the obligations set out herein as long as the relevant Force Majeure Event is ongoing.

15. Miscellaneous

- 15.1. These Terms of Use and the contractual relationship between Breakout Point and the Client shall be exclusively subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and further excluding *renvoi* provisions under conflict of law rules.
- 15.2. Exclusive place of jurisdiction for all disputes which result from these Terms of Use and the contractual relationship between Breakout Point and the Client shall be, to the extent legally permissible, Düsseldorf, Germany.
- 15.3. In the event of the invalidity of one or more provisions of these Terms of Use, the legal validity of any other provisions of the Terms of Use and the Terms of Use in its entirety shall not be affected.

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