General Terms and Conditions

(hereinafter referred to as the **"Agreement")**

By tracekey solutions GmbH (hereinafter referred to as **"tracekey"**)

to

Customer subscribing to the tracekey UDI Manager as set forth herein

(hereinafter referred to as the "**Customer**")

(tracekey and Customer are hereinafter individually referred to as "**Party**" and collectively referred to as "**the Parties**")

Considering that

a) tracekey solutions GmbH has developed and owns software applications that will operate as a Software-as-a Service application ("**SaaS**"). tracekey has the capability to provide various data management services as SaaS for the Customer and to provide other services.

b) Customer wants to acquire access to the UDI Manager, a SaaS application that is designed to help medical technology companies to fulfil their regulatory requirements.

c) tracekey will grant to Customer a non-exclusive, temporary, non-transferable right to access and use the SaaS services subject to the terms and conditions of the Agreement.

THE PARTIES AGREE:

1   Preliminary Provisions

1.1   Information on the identity of the SaaS provider

Postal and summonable address of tracekey:

tracekey solutions GmbH

Alte Bahnhofstr. 20

44892 Bochum

1.2   Interpretation

In this Agreement unless the context otherwise requires:

1.2.1   words importing any gender include every gender;

1.2.2   words importing the singular number include the plural number and vice versa;

1.2.3   words importing persons include firms, companies and corporations and vice versa;

1.2.4   references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

1.2.5   references in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

1.2.6   the headings to the clauses, schedules, and paragraphs of this Agreement will not affect the interpretation;

1.2.7   any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or by law made under that enactment;

1.2.8   any obligation on any party not to do or to omit to do anything is to include an obligation not to allow that thing to be done and not to hinder the omission of that thing;

1.2.9   any party who agrees to do something will be deemed to have fulfilled that obligation if that party procures that it is done.

In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any schedule, the provision in the body of this Agreement shall take precedence.

1.3   Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

1.3.1   **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3.2   **Customer's Personal Data** has the meaning as given in Section **Fehler! Verweisquelle konnte nicht gefunden werden.**.

1.3.3   **Confidential Information** means any information of any nature, including without limitation commercial, technical or financial nature, relating to a Party including, without limitation information on the Disclosing Party's products, services, operations, plans, intentions, protocols, intellectual property, data, know-how, financial details, processes, designs, photographs and graphics, trade secrets, business relations, customers and clients, business plans, software code, alliances, investments and transactions, tangible and intangible assets, regardless of how and in which form or format the information is obtained or provided, provided the information is in each case either:

a)   by its very nature confidential;

b)   marked as confidential;

c)   reasonably to be considered confidential from any context or by reason of its contents;

d)   derived from Confidential Information.

1.3.4   **Deliverables** means a specified function or user requirements as quantifiable product, application or services provided as specific user requirements.

1.3.5 **Documentation** means the applicable service documentation, and its process description (validation documents), usage guides and policies, as updated from time to time, accessible via the applicable Service.

1.3.6 **Initial Term** has the meaning given in section 9.1

1.3.7 **Intellectual Property Claim** has the meaning given in section 11.3.

1.3.8 **Intellectual Property Rights** means all vested, contingent, and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which tracekey may be entitled.

1.3.9 **Modules** means independent functionalities of the Services that can individually be subscribed by customer by choosing a Plan.

1.3.10 **Non-conformity** means a deviation or nonfulfillment of intended usage requirements.

1.3.11 **Parties** means Customer and tracekey.

1.3.12 **Plan** means a subscription type to the Services available to Customer via tracekey's web shop as described in Section 2.4. A Plan consists of a description of the available Modules and the contractual modalities.

1.3.13 **Services** means the software and other services provided to Customer online via a web interface by tracekey, as subscribed by customer and agreed upon herein, including associated offline or mobile components, and any professional services, as described in the Service Description.

1.3.14 **Service Description** means the document specifying Customer's subscription according to the different available subscription Plans, particularly with regard to the accessible Modules, service levels and Customer's termination rights. The Service Description is an integral part of this Agreement.

1.3.15 **Software** means the software utilised by tracekey for the provision of the Services under the Agreement.

1.3.16 **Technical Support** has the meaning given in Clause 4.1.

2   Conclusion of the Contract

2.1 The presentation of Plans and Services on tracekey's web shop available under [https://www.tracekey.com/en/shop/] does not constitute a binding offer to conclude a contract. The Customer can navigate the website and initially place a Plan for the subscription to UDI Manager Services offered on the website into the shopping cart without entering into a legally binding agreement. The Customer can correct their information at any time before submitting the binding order by using the "back" button in the web browser or the correction functions provided in the order overview displayed before submitting the binding order.

2.2 By clicking the "Order with obligation to pay" button, the Customer completes the ordering process and submits a binding offer to conclude a contract for the selected Plan to tracekey. The receipt of the offer is confirmed by sending an acknowledgment of receipt via email. This acknowledgment of receipt does not yet constitute acceptance of the offer.

2.3 The Agreement is concluded when tracekey accepts the Customer's offer after receipt of the order through a confirmation email. Tracekey reserves the right to reject orders from individual Customers without giving reasons.

2.4 Customer can subscribe to one of the following plans (hereinafter "**Plans**")

   a)   UDI Manager FREE

   b)   UDI Manager BASIC

   c)   UDI Manager FULL

   d)   UDI Manager PREMIUM

   e)   UDI Manager ENTERPRISE

The detailed scope of services included in the Plans as well as further terms of the Plans are set out in the Service Description. The contract and specifications for UDI Manager ENTERPRISE is based on separate negotiations and is therefore excluded from the Service Description, as it is not purchasable in tracekey's web shop.

2.5   Customer can select the different Plans described in Clause 2.4 with Monthly Termination Rights or Yearly Termination Rights.

3   Provision of Services

3.1   tracekey grants to Customer during the Term a non-exclusive, non-transferable world-wideright to access and use the Services as included in the Plan that the Customer subscribed to as described in Clause 2.4. Customer shall have no rights to provide the Services to third parties or to use the Services for any other purpose.

3.2   tracekey may from time to time make changes to the Modules and/or functionality of tracekey's software utilised to provide the Services.

3.3   tracekey may deploy continuously releases in order to provide new or improved features and to meet latest changes in regulatory requirements. Minor version updates containing bug fixes, security improvements, etc. will be delivered as required on short notice. tracekey will make available release notes via the web interface used to make the Services available to the Customer.

4   Provision of Consulting and Support

4.1   tracekey provides to Customer technical support as part of the Services via email as described in the scope of the plan Customer subscribed to and as set forth in Clause 2.4 (hereinafter "Technical Support").

4.2   tracekey provides Technical Support on business days between 09:00 and 17:00. Business days are the days between Monday and Friday minus any days that uniformly are national holidays in the Federal Republic of Germany.

4.3   tracekey provides Technical Support remotely to Customer and is free to choose from where to provide the Technical Support.

4.4   tracekey is not entitled to represent Customer in any legal transactions with third parties unless otherwise agreed upon in writing.

5 Personnel for the provisioning of Technical Support

5.1 tracekey shall be free to choose the persons it employs to provide Technical Support. tracekey shall ensure that the persons tracekey employs are sufficiently qualified to perform the Technical Support as agreed.

5.2 The persons employed by tracekey to provide the Technical Support are not subject to the Customer's authority to issue instructions. This shall apply in particular insofar as persons employed by tracekey perform the Services on the Customer's premises. Both Parties shall take appropriate measures to prevent employee leasing.

6 Customer's Cooperation Obligations

6.1 Customer shall provide any services which are necessary and generally customary for tracekey to provide the Technical Support in accordance with this Agreement, and in particular shall provide tracekey with the following services:

a) provide all necessary information;

b) grant access to its IT systems.

6.2 Insofar as cooperation obligations as defined in this Section 6 are owed and the necessary specification has not already been agreed upon in this Agreement, tracekey may request cooperation services from the Customer in writing upon a reasonable prior notice. Tracekey immediately informs the Customer in text form of any services provided by the Customer that tracekey considers to be inadequate for the provisioning of Technical Support by tracekey.

6.3 Unless otherwise agreed, all of Customer's services in this Section 6 shall be provided to tracekey free of charge.

7 Service Exclusions

7.1 Customer shall not grant access to the Services or the Documentation to third parties for consideration in particular to rent, lease or sublicense purposes except where expressly authorised in writing by tracekey.

7.2 Customer must not make copies of the Software or Documentation permitted except where expressly otherwise agreed upon between tracekey and Customer.

7.3 Customer shall not decompile, disassemble, translate, reverse engineer, or otherwise modify the Software. The foregoing does not apply if disassembling, translating, reverse engineering, or otherwise modifying the Software is allowed by intellectual property rights granted to Customer by tracekey or if the aforementioned action is permitted by statutory law.

7.4 Customer shall not remove or modify copyright notices, serial numbers, or other program identification features.

7.5 Customer must only use the Services for any purposes as described in the **Service Description**.

7.6 tracekey expressly reserves all rights to publication, reproduction, editing, and exploitation in particular arising patent rights, copyrights, or other industrial property rights or further rights of use of the Services.

7.7 tracekey does not grant any rights to open-source software in use within the Services or required for using the Services. The use of any open-source software is based solely on the licence conditions of the respective right holder even if used in the Services provided by tracekey. Customer can obtain the licenses to open-source software in use in connection with the Services directly from the respective author.

8 No Acceptance Testing

8.1 The Parties agree that tracekey's provision and Customer's subscription of the Services, particularly any Deliverables shall not involve any formal acceptance testing as understood in the context of a work contract under German law ("Werkvertrag").

8.2 Instead, tracekey introduces new or modified Modules into a testing environment prior to the official release for Customers subscribing to the Plans as set forth in Section 2.4, which include a test environment. Customer may test new or modified Modules in said testing environment until the official release if Customer has subscribed to one of the Plans, that include such test environment.

9   Term and Termination

9.1   This Agreement comes into effect on the date on which tracekey accepts the offer made by Customer using the order process as set forth in Section 2. The agreement shall remain in effect for an initial term of either one (1) month or twelve (12) months depending on the Plan purchased ("**Initial Term**").

9.2   Either Party may terminate this Agreement upon one months' notice to the end of of each term of this Agreement.

9.3   The Agreement is automatically renewed for a further term of the same length as the Initial Term unless terminated by either Party in accordance with Section 9 of this Agreement. For the avoidance of doubt, if the Agreement has an Initial Term of one (1) month according to the selected Plan, the Agreement will be renewed by one (1) month at the end of each term; if the Agreement has an Initial Term of twelve (12) months according to the selected Plan, the Agreement will be renewed by twelve (12) months at the end of each term.

9.4   Each Party's right to terminate this Agreement immediately by giving notice to the respective other Party remain unaffected. For tracekey such good cause shall exist in particular if:

a)   Customer commits any serious breach of any term of this Agreement and fails (in the case of a breach capable of being remedied), within three (3) months after the receipt of a request in writing from tracekey to do so, to remedy the breach (such re-quest is to contain a warning of tracekey's intention to terminate); or

b)   Customer permanently discontinues the use of the Services.

9.5   The termination of this Agreement must be made in writing or via cancellation function pro-vided by tracekey in the web interfaces of the Services to be effective.

9.6   Immediately upon the termination of the Agreement, the Customer shall irrevocably delete the Documentation as well as any copies or any parts thereof. Any termination of this Agree-ment (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or to continue in force on or after such termination.

10 Payment

10.1 The fees and charges to be paid by the Customer in consideration of the Services provided under this Agreement are set out in the Service Description.

10.2 Unless otherwise agreed between the Parties in writing, the fees and charges to be paid under this Agreement have to be paid by Customer in advance for the current term of this Agreement.

10.3 The fees and other charges payable under this Agreement are exclusive of any applicable VAT and other sales tax which shall be payable by the Customer at the rate and in the manner prescribed by law against submission by tracekey of a valid tax invoice.

10.4 Various payment methods (currently, credit card, SEPA Direct Debit) are available to the Customer, which are specified in detail in the Service Description. Payments are partly processed through third-party services (currently for credit cards), such as Stripe, which may be subject to separate conditions. The Customer will be separately informed of these separate conditions when selecting the respective payment method. The respective payment method is usually charged immediately upon completion of the order.

10.5 tracekey shall have the right to charge interest on overdue invoices at the rate of 1% per year above the base rate of EURIBOR calculated from the date when payment of the invoice becomes due up to and including the date of actual payment whether before or after judgment. The Parties acknowledge that such interest constitutes a substantial remedy for the purposes of late payment legislation.

11 Intellectual Property Rights

11.1 Any trademark of tracekey, whether registered or unregistered, including but not limited to trademarks involving the word "tracekey" (the "tracekey trademarks") shall remain the sole and exclusive property of tracekey and the Customer shall not acquire any rights thereto.

11.2 Any trademark of Customer, whether registered or unregistered, shall remain the sole and exclusive property of Customer and tracekey shall not acquire any rights thereto.

11.3 tracekey shall defend at its own expense any claim brought against the Customer alleging that the use of the Services in accordance with this Agreement infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and tracekey shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Customer:

a) furnishes tracekey with prompt written notice of the Intellectual Property Claim and makes no comment or admission that may adversely affect tracekey's ability to defend or settle an Intellectual Property Claim;

b) provides (at tracekey's cost) tracekey with reasonable assistance in respect of the Intellectual Property Claim;

c) gives to tracekey the sole authority to defend or settle the Intellectual Property Claim.

12 Warranties

12.1 tracekey warrants that:

12.1.1 tracekey will provide the Services within the scope of the subscribed Modules as specified in the Service Description.

12.1.2 the Documentation will provide adequate instructions to enable the Customer to make proper use of the Services.

12.1.3 in providing Services under this Agreement tracekey will attain standards of care and skill as high as any currently available in the IT industry and that all personnel will have qualifications and experience appropriate for the tasks to which they are allocated.

12.1.4 tracekey and its employees, agents, and subcontractors take all reasonable precautions to ensure that no known viruses for which detection and antidote software is generally available are coded or introduced into the Software.

12.2 If tracekey receives a justified written notice from the Customer of any breach of the said warranties, then tracekey shall at its own expense and within a reasonable time after receiving such notice remedy the defect or error in question.

12.3 When notifying a defect or error the Customer shall (so far as Customer is able to) provide tracekey with a documented example of such defect or error.

12.4 The foregoing warranties are subject to the limits and exclusions of liability set out in clause **Fehler! Verweisquelle konnte nicht gefunden werden.** below.

13 Liability

13.1 tracekey shall be liable within the scope of the statutory regulations only in accordance with the following provisions:

13.2 tracekey shall be liable for damages based on intent or non-compliance with a guaranteed quality as well as for injuries to life, body and health in accordance with the statutory provisions.

13.3 tracekey shall be liable for damages caused by gross negligence of tracekey itself in accordance with the statutory provisions.

13.4 tracekey shall be liable for damages caused by gross negligence of its subcontractors and other agents, limited to contract-typically foreseeable damages, provided no case of Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** of this Agreement applies. Damages typically foreseeable damages are such damages, the occurrence of which must be typically and foreseeably expected at the time of the conclusion of the Agreement within the scope of the provision of services regulated in this Agreement.

13.5 For breaches of an essential contractual obligation (cardinal obligation / "Kardinalpflichten" under German law), tracekey shall be liable, only for typically foreseeable damage as defined in clause **Fehler! Verweisquelle konnte nicht gefunden werden.**, provided no case of Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** of this Agreement applies.

13.6 Cardinal obligations are such obligations that are so essential for the achievement of the purpose of the contract that their fulfilment is a prerequisite for the proper execution of the Agreement and on whose compliance the contractual partner can rely.

13.7   In cases of simple negligence the liability of tracekey is limited to typically foreseeable damages as defined in clause **Fehler! Verweisquelle konnte nicht gefunden werden.**, but at most up to the amount of the total payments made by the Customer within one calendar year prior to the occurrence of the damage, provided no case of Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** of this Agreement applies.

13.8   Any further liability of tracekey – on whatever legal grounds –is excluded.

13.9   Statutory regulations of the German Product Liability Act shall remain unaffected by the foregoing.

13.10   The above limitations of liability shall also apply to all employees, agents and bodies of tracekey.

14   Confidential information

14.1   Except as expressly provided, each party (the Receiving Party) undertakes to treat as confidential and keep secret any Confidential Information of the other party (the Disclosing Party) that is disclosed by the Disclosing Party to the Receiving Party during the negotiations or the performance of this Agreement.

14.2   Save in respect of Customer's Confidential Information that is required to be disclosed as an inherent requirement tracekey provision of the Services under this Agreement, the Receiving Party shall not without the prior written consent of the Disclosing Party disclose any part of the Confidential Information to any per-son except:

14.2.1 to its own employees who need to know the respective Confidential Information;

14.2.2 if legally required by a mandate of law from a court, tribunal or other authority of competent jurisdiction, any governmental or regulatory authority or under the rules of any recognised stock exchange and any other persons or bodies having a right duty or obligation to know the business of the Receiving Party and then only in pursuance of such right duty or obligation.

14.3   The Receiving Party undertakes to ensure that persons and bodies referred to in clause **Fehler! Verweisquelle konnte nicht gefunden werden.** are made aware before the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party.

14.4 The Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any breach of confidence by any person to whom it discloses all or any part of the Confidential Information and shall give the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute against such person for breach of confidence.

14.5 This Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** shall remain in full force and effect notwithstanding any termination of this Agreement.

15   Audit Rights

15.1 tracekey shall have the right to have Customer's use of the Services audited by an independent auditor to ensure that the Services are used in accordance with the terms of this Agreement including the Service Description. The auditor must be bound to secrecy by a written confidentiality agreement.

15.2 tracekey is entitled, itself, or through an independent auditor to collect, and store for a reasonable period of time and process, log files that do not contain any personal data on the Customer's Service usage behaviour in order to verify whether the Customer is using the Services in accordance with this Agreement.

15.3 The audit rights in Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** of this Agreement apply to all locations and environments where Customer uses or has installed the Services or parts thereof.

15.4 Customer grants independent auditors commissioned by tracekey in execution of its audit rights as per Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** of this Agreement access to records, evaluations of system software, and other system data that document the installation and use of the Services to the extent necessary and reasonable to evaluate if the Services are being used in accordance with the terms of this Agreement including the Service Description.

15.5 tracekey shall inform Customer in writing of an audit three weeks in advance.

15.6 The rights and obligations under this paragraph shall continue to exist during the term of the Agreement and for a period of two years after its termination.

16   Data protection

16.1   tracekey shall comply with data protection regulations and will impose no less strict obligations on its Subcontractors and agents.

16.2   Customer may from time to time be required to transfer to tracekey personal data relating to its staff, directors and officers, agents, subcontractors, independent contractors, Customers or any other third parties ("Customer's Personal Data").

16.3   The transfer of Customer's Personal Data to tracekey as well as the Processing of such Customer's Personal Data shall comply with all applicable laws and regulations on protection of Personal Data.

16.4   Customer acknowledges that tracekey, in the processing of Customer's contracts, processes Customer's Personal Data in common databases shared amongst tracekey and its Affiliates. tracekey shall process Customer´s data to measure the Service commitments, to improve the system performance and to monitor security issues.

17   Nature of relationship

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

18   Amendments

18.1   This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each party.

18.2   tracekey will inform Customer of any material changes to this Agreement via email.

19   Announcements

Neither party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

20 Assignment

20.1 This Agreement is personal to the parties and, subject to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** below or as otherwise expressly provided, neither this Agreement nor any rights, licences or obligations under it, may be assigned or transferred by either party without the prior written approval of the other party.

20.2 Notwithstanding the foregoing, either party may assign its rights and licences and transfer its obligations under this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement. Any attempted assignment or transfer in breach of this clause **Fehler! Verweisquelle konnte nicht gefunden werden.** will be void and without effect.

21 Entire agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

22 Force majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party.

23 Notices

All notices under this Agreement shall be in writing and must be in English or German, and shall be deemed to have been duly given:

23.1   when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

23.2   when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or

23.3   on the fifth business day of the sender following mailing, if mailed by national ordinary mail, postage prepaid; or

23.4   on the tenth business day of the sender following mailing, if mailed by airmail, postage prepaid,

in each case addressed to the most recent address, email address, or facsimile number notified to the other party.

24   Severance

If any provision of this Agreement is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, this shall not affect the validity of the remaining terms. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.

25   Successors and assignees

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

26   Waiver

Unless a party expressly waives its rights in writing, no delay, neglect or forbearance by either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

27 Deadlines and dates

Deadlines and dates shall only be binding if the Parties expressly agree upon deadlines and dates as binding.

28 Subcontracting

tracekey may perform any or all of its obligations under this Agreement through agents or subcontractors, provided that tracekey shall remain liable for such performance and shall (subject to the limitations of liability set out in Clause **Fehler! Verweisquelle konnte nicht gefunden werden.**) indemnify Customer against any loss or damage suffered by Customer arising from any act or omission of such agents or subcontractors.

29 Language

This Agreement is made in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

30 Costs and expenses

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution, and registration (if applicable) of this Agreement.

31 Compliance with relevant law

The parties will comply with all applicable laws, rules, and regulations in respect of all activities conducted under this Agreement.

32 Proper law and jurisdiction

32.1 This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with German law except for the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980) and German International Private Law.

32.2 Each party recognises that the other party's business relies upon the protection of its Intellectual Property Rights and that in the event of a breach or threatened breach of its Intellectual Property Rights, the other party will be caused irreparable damage, and such other party may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of its Intellectual Property Rights.

32.3 The courts of Bochum, Germany, have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.