



GENERAL TERMS AND CONDITIONS (THE „CONDITIONS“)

- 1.1 The general terms and conditions in their current version shall apply to all services provided by or on behalf of Lipotype GmbH ("**LIPOTYPE**") for the client ("**CLIENT**"). General terms and conditions of CLIENT deviating from these Conditions shall only apply if expressly confirmed by LIPOTYPE in writing prior to or upon conclusion of each individual agreement. Any reference to correspondence, which contains or refers to general terms and conditions of CLIENT or any third party does not constitute an agreement with the application of such general terms and conditions by LIPOTYPE.
- 1.2 LIPOTYPE provides its services to entrepreneurs (Unternehmer) according to Sec. 14 German Civil Code (Bürgerliches Gesetzbuch – BGB) and corporations, institutions and foundations under public (federal or state) law only.

2 Order Process and Agreement

- 2.1 CLIENT may order LIPOTYPE'S services online through LIPOTYPE'S webshop accessible through the website www.lipotype.com ("**WEBSHOP**"). All announcements and offers in the WEBSHOP are non-binding and subject to change. Notably, any presentation of any services or deliverables in the WEBSHOP and/or by other means does not constitute a legally binding offer on the part of LIPOTYPE. LIPOTYPE is not obliged to accept orders from CLIENT.
- 2.2 The order process is as follows:
- CLIENT must register as customer through the WEBSHOP. CLIENT shall register with its true, accurate and complete address as well as contact information (in particular a telephone number and a valid e-mail address) for the WEBSHOP; CLIENT shall maintain the accuracy of such information throughout the business relationship with LIPOTYPE. He shall provide LIPOTYPE with all data relevant for the proper execution of SERVICES, in particular an address for invoicing as well as for shipping (if applicable) and his VAT identification number (if available).
 - CLIENT places an inquiry for the desired services/packages through the WEBSHOP by choosing the respective products, placing them in the cart and following the provided checkout process. Prices detailed in the WEBSHOP for LIPOTYPE'S services are only an indication and may vary depending on the respective request of CLIENT.
 - Receipt of CLIENT'S inquiry will be confirmed through an automated email. Such confirmation shall not constitute an acceptance of CLIENT'S inquiry.
 - At LIPOTYPE'S discretion LIPOTYPE will provide CLIENT with a binding quotation ("**OFFER**") regarding the requested services via its WEBSHOP and inform CLIENT thereof via email. Alternatively LIPOTYPE will inform CLIENT it will not provide the requested services.



- CLIENT may accept the OFFER by clicking the button "Accept Quotation" within the WEBSHOP or by clicking the hyperlink provided within the OFFER e-mail "Accept Quotation and Place Order" or by providing LIPOTYPE with a signed copy of the OFFER (fax or email is sufficient) or by providing LIPOTYPE with a purchase order signed by an authorized representative of the CLIENT and explicitly referencing the OFFER. By aforementioned acceptance, the parties enter into a respective agreement on the terms and conditions set forth herein and in the OFFER ("**AGREEMENT**").

2.3 Where CLIENT requests LIPOTYPE'S services through means other than the WEBSHOP, an AGREEMENT shall only be deemed formed, in case LIPOTYPE provides CLIENT with an OFFER and CLIENT accepts such OFFER by providing LIPOTYPE with a signed copy (fax or email is sufficient) thereof.

2.4 LIPOTYPE shall be bound by its OFFER for 30 days following the date of issuance set forth therein.

2.5 LIPOTYPE will save a copy of the respective AGREEMENTS, which will be transmitted to CLIENT together with these conditions via e-mail to the e-mail address provided by CLIENT.

2.6 Upon formation of an AGREEMENT and notwithstanding any revocation rights granted to CLIENT by mandatory legal provisions, CLIENT shall have no right to revoke such AGREEMENT.

3 Samples

3.1 Together with the OFFER, LIPOTYPE will provide CLIENT with detailed requirements regarding the quantity and quality of the samples necessary for LIPOTYPE to provide the requested services ("**REQUIREMENTS**").

3.2 Upon execution of the AGREEMENT CLIENT shall provide LIPOTYPE with the samples according to the REQUIREMENTS.

3.3 CLIENT shall

- a) ensure that all relevant or necessary information, instructions and documents are provided to LIPOTYPE in due time before the anticipated conduct of the requested service (not later than one (1) week before the designated date);
- b) if required, supply LIPOTYPE with any special equipment or personnel necessary for the performance of the requested services;
- c) inform LIPOTYPE in advance of any known infectious pathogens, hazards or dangers, actual or potential, associated with the requested services or samples.



- 3.4 CLIENT shall bear the sole risk and responsibility for shipment, packaging and compliance of the samples with the REQUIREMENTS and applicable laws. LIPOTYPE shall not be liable for any delay or impairment of the services and/or Results due to (i) non-compliance with the REQUIREMENTS or (ii) insufficient quality, quantities, packaging or any defects of samples, notably incurred prior or during shipment.
- 3.5 CLIENT warrants and guarantees that all samples, information, instructions and documents transmitted to LIPOTYPE neither are subject to any third party rights nor are deemed information, business secrets or know-how which are to be kept secret, unless CLIENT has expressly pointed out such fact prior to conclusion of the AGREEMENT. CLIENT further warrants that the use of samples, information, instructions and documents transmitted to LIPOTYPE within the scope of the execution of the AGREEMENT does not infringe upon any rights of third parties.
- 3.6 In case CLIENT does not fully comply with the REQUIREMENTS set forth by LIPOTYPE, LIPOTYPE may claim from CLIENT all additional costs reasonably incurred due to LIPOTYPE'S handling of inadequate samples and a platform reservation fee, to the extent the additional requirements in sect. 9.6 are met.
- 3.7 Upon completion of the services specified in the OFFER ("**SERVICES**") LIPOTYPE shall destroy any leftover samples. Special disposal charges will be billed to CLIENT if applicable.

4 Services / Results

- 4.1 Upon closing of the AGREEMENT and receipt of the samples, LIPOTYPE shall provide the CLIENT with the SERVICES according to the specifications and terms set forth in the accepted OFFER. Unless otherwise agreed, LIPOTYPE shall decide at its sole discretion where the SERVICES under the AGREEMENT are performed.
- 4.2 LIPOTYPE shall provide CLIENT with an analysis of the results of the SERVICES, including all the data as defined in the OFFER but explicitly excluding any RAW LIPID DATA ("**RESULTS**") at the place of performance of SERVICES as set forth in Sec. 4.1. At the request of CLIENT, LIPOTYPE will – at CLIENT'S own risk – forward the RESULTS to CLIENT via email. "**RAW LIPID DATA**" shall mean any raw and/or intermediate data generated by LIPOTYPE in performing the SERVICES including (a) any data allowing LIPOTYPE to alter or enhance its proprietary shotgun lipidomics platform and (b) any lipid data (in particular for use in anonymized form, either alone or aggregated with other data) to enable / enhance either LIPOTYPE'S lipidomics platform or any data analysis / predictive modeling, including but not limited to, spectral data and data substantiating the specific assignment thereof to specific lipids. Data which are explicitly set forth in the OFFER as part of the delivered data shall not constitute RAW LIPID DATA.
- 4.3 The RESULTS shall consist of a data-sheet(s) of the analysis results generated by LIPOTYPE. Upon explicit request of and at additional costs to the CLIENT, LIPOTYPE shall provide CLIENT with an accompanying document including explanatory notes to the respective findings.



- 4.4 If in case of CLIENT's non-compliance with the REQUIREMENTS or due to inferior or inadequate samples provided by CLIENT, LIPOTYPE is unable to generate any or parts of the RESULTS, LIPOTYPE shall be exempt from its obligation to provide CLIENT with such RESULTS, notwithstanding LIPOTYPE's eventual right to claim the platform reservation fee as set forth in sect. 9.6.
- 4.5 The RESULTS issued by LIPOTYPE are based upon the data recorded at the time of testing only and within the limits of the instructions received from the CLIENT or, in the absence of such instructions, within the parameters of customary practice.
- 4.6 While performing the SERVICES, LIPOTYPE and its employees, agents and sub-contractors shall fully comply with all applicable laws, regulations, guidelines and administrative decisions.
- 4.7 LIPOTYPE shall not be obliged to store the RESULTS or any other data regarding the SERVICES provided to the CLIENT for more than 12 months following delivery of the RESULTS.

5 Interactive Data Visualization and Analysis

- 5.1 Optional for the CLIENT, LIPOTYPE offers an internet-accessible Interactive Data Visualization and Analysis tool named Lipotype Zoom ("**INTERACTIVE DATA VISUALIZATION AND ANALYSIS**"), which may be used by the CLIENT free of charge to view the RESULTS online in addition to the delivery of RESULTS via email. The INTERACTIVE DATA VISUALIZATION AND ANALYSIS is internet-accessible, hosted on a server dedicated for exclusive use by Lipotype (zoom.lipotype.com) and located in Germany, which is accessible through internet browser. Further information regarding the specifications of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS can be found on LIPOTYPE'S website www.lipotype.com.



5.2 Access to and use of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS is furthermore subject to a respective inquiry by the CLIENT during the order procedure at LIPOTYPE and a subsequent AGREEMENT between the parties. LIPOTYPE will upload the respective RESULTS to zoom.lipotype.com and then will notify the CLIENT via email regarding the availability of the RESULTS within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS and the registration process which is required to use the INTERACTIVE DATA VISUALIZATION AND ANALYSIS. The use of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS is in each case restricted to the respective RESULTS provided by LIPOTYPE. The CLIENT receives credentials and login information via email from Lipotype with which he is able to access his RESULTS. The INTERACTIVE DATA VISUALIZATION AND ANALYSIS containing the RESULTS will stay online for a period of 6 months from the date it was first made available to CLIENT ("**UPTIME**"). After expiry of the UPTIME, LIPOTYPE is entitled to take down and delete the RESULTS from the INTERACTIVE DATA VISUALIZATION AND ANALYSIS without further notice. LIPOTYPE and CLIENT may agree on an extension of the UPTIME on a case-by-case basis. LIPOTYPE may, at its discretion, at any time decide to shut down the INTERACTIVE DATA VISUALIZATION AND ANALYSIS. In such case, the data stored within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS (e.g. RESULTS) will not be accessible anymore for the CLIENT. LIPOTYPE will notify the CLIENT 4 weeks before such shut down takes place and such shut down shall not interfere with the respective UPTIME.

5.3 Any and all intellectual property rights relating to the INTERACTIVE DATA VISUALIZATION AND ANALYSIS shall remain with LIPOTYPE and CLIENT shall only be allowed to use the INTERACTIVE DATA VISUALIZATION AND ANALYSIS to analyse the RESULTS. CLIENT shall especially not be allowed to download and/or decompile the INTERACTIVE DATA VISUALIZATION AND ANALYSIS.

6 Intended Use of RESULTS

The RESULTS are provided for research, non-clinical, non-diagnostic purposes only; LIPOTYPE declines any liability for any uses other than these permitted purposes.

7 Intellectual Property Rights

7.1 LIPOTYPE shall have and retain sole ownership in any intellectual property rights including rights to and in any patents, know-how, technologies, methods, data and processes used or developed (regardless whether by LIPOTYPE, its agents or subcontractors or its or their directors or employees) in the execution of the agreed SERVICES for the CLIENT, to the extent consisting of and/or being based on data, information or documents that either (i) would allow LIPOTYPE to alter or enhance the shotgun Lipidomics platform proprietary to LIPOTYPE or (ii) are RAW LIPID DATA (in particular for use in anonymized form (either alone or aggregated with other data) to enhance the Lipidomics platform or any data analysis and predictive modeling) ("**IP RIGHTS**"). The AGREEMENT shall in no way be construed to grant CLIENT a respective license to the IP RIGHTS unless explicitly agreed in writing between the parties.



- 7.2 LIPOTYPE shall be under no obligation to disclose, transfer, license or otherwise make available pre-existing Lipotype technology, methods, know-how, software, patents and other intellectual property rights, including, but not limited to the Lipotype Shotgun Lipidomics technology, regardless whether owned or controlled by LIPOTYPE or its subcontractors ("**Lipotype Background**"), irrespective of such Lipotype Background potentially or actually being required or beneficial for use of the RESULTS.
- 7.3 LIPOTYPE shall use the sample materials provided by CLIENT only as necessary to perform the SERVICES and will provide access to the sample materials only to such personnel of LIPOTYPE, its agents and subcontractors, that is specifically designated to perform the SERVICES. LIPOTYPE shall not use or evaluate such sample materials or any portions thereof for any purpose other than as advised or directed by the CLIENT and as necessary to perform the SERVICES.
- 7.4 All information, agents and other material provided to LIPOTYPE by CLIENT shall be and remain the sole property of CLIENT and LIPOTYPE herewith assigns any and all of its and its subcontractor's right, title to and interest in the RESULTS of the SERVICES provided for CLIENT other than those covered by Sec. 7.1 above and regardless whether the RESULTS are patentable or otherwise protectable or not ("**CLIENT IP RIGHTS**").
- 7.5 Parties will render each other reasonable assistance to enable the other party to apply for, register, maintain and defend IP RIGHTS/CLIENT IP RIGHTS in the relevant official registers. In particular, either party will promptly upon request provide any necessary declarations and actions, including of their employees agents and/or subcontractors, and refrain from any actions/declarations that could conflict with such registration.
- 7.6 To the extent tangible RESULTS are protected by German copyright (in particular the analysis reports) LIPOTYPE herewith grants to CLIENT the exclusive (subject to Sec. 7.7 below), royalty-free, worldwide, perpetual, irrevocable, sub-licensable and assignable right to use and exploit such RESULTS for every purpose provided by copyright law. This also includes currently unknown uses. However, in case the RESULTS shall be made available to CLIENT within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS tool according to Section 5 above, LIPOTYPE shall retain the necessary rights to do so.
- 7.7 Notwithstanding Sec. 7.4 and 7.6 above, LIPOTYPE (and its subcontractors) shall in any case retain the right to use the RESULTS for (i) internal research and development purposes, notably as described in more detail above at Sec. 7.1 and (ii) as reference data for the purpose of comparison / benchmarking with other data.
For the sake of clarity it is understood that any RESULTS which are or become part of the public domain (other than through LIPOTYPE's fault) may be used by LIPOTYPE without restriction.



8 Delivery / Delays

- 8.1 Any delivery date announced by LIPOTYPE prior and/or after to the conclusion of an AGREEMENT shall be deemed an estimate only, unless such delivery date has been agreed upon by parties in writing. In the event that LIPOTYPE'S performance under the AGREEMENT is delayed as a direct or indirect result of any events beyond the reasonable control of LIPOTYPE (notably delays caused by CLIENT or fires, floods, earthquakes, hurricanes, epidemics, insufficient supply from third parties (including subcontractors), quarantines (whether (i) imposed upon a party, a subcontractor, its or their employees or third parties, (ii) irrespective of whether imposed by a public or private authority and (iii) irrespective of whether imposed or only recommended), war, terrorist attacks and acts of God – whether known or unknown at the time of conclusion of the respective AGREEMENT), any delivery times / periods shall be extended for the duration of such impediment. LIPOTYPE will inform CLIENT of the occurrence and the expected duration of such an event without undue delay. Should the performance of LIPOTYPE'S obligations under the AGREEMENT become impossible or unreasonably burdensome due to such event, LIPOTYPE shall be entitled to withdraw from the AGREEMENT. Any right of CLIENT to withdraw from the AGREEMENT due to performance of SERVICES becoming impossible or unreasonably burdensome (as per §§ 275 Sec. 1, 326 Sec. 5 German Civil Code (BGB)) shall not be affected by any extension of the delivery period pursuant to the provisions set forth herein.
- 8.2 All deadlines for the provision of SERVICES and/or the delivery of RESULTS shall be extended by the number of days of Saturdays, Sundays and public holidays at the place(s) where SERVICES are performed that fall within such deadlines, e.g. "delivery two weeks" means "14 business days". The delivery dates derived from such deadlines shall be pushed back accordingly. LIPOTYPE shall be entitled to partial deliveries, provided that such partial delivery can be reasonably used by CLIENT as per the purpose of the AGREEMENT. Failure to deliver a part shall not entitle CLIENT to rescind the AGREEMENT as a whole or to cancel the remaining deliveries, unless (i) an additional grace period set by CLIENT in writing of at least two weeks has expired without further delivery and (ii) provided that the missing delivery cannot be obtained from another source and (iii) the partial delivery is of no interest to CLIENT.

9 Remuneration; Platform Reservation Fee

- 9.1 All remunerations and/or payments listed/contained/agreed upon in the AGREEMENT shall be net plus applicable surcharges and/or any value added tax ("VAT"). For the purpose of clarity, CLIENT shall pay VAT, if applicable, in addition to the other payments due to LIPOTYPE under the AGREEMENT.



9.2 LIPOTYPE shall invoice the agreed remuneration plus VAT and possible surcharges (if applicable) referencing the respective OFFER number by properly completed and executed VAT invoices (or other valid and customary VAT documentation) with respect to the relevant SERVICES that comply with all requirements under applicable laws (including §§ 14, 14a of the German Value Added Tax Code (*Umsatzsteuergesetz*)). LIPOTYPE shall further provide CLIENT with any tax forms prior to the date of payment and other assistance, if so requested by CLIENT, that may be reasonably necessary for CLIENT not to withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. CLIENT shall timely claim any tax credit, tax deduction or other tax benefit that it is entitled to claim under applicable laws.

9.3 All invoiced amounts shall be due for payment within thirty (30) days after receipt of a respective invoice. Notwithstanding any terms of payment agreed upon in the AGREEMENT, LIPOTYPE may, at its sole discretion, request advance payment prior to performance of any SERVICES.

9.4 All remunerations are in general payable to:

ACCOUNT HOLDER: Lipotype GmbH

IBAN: DE11 8707 0024 0868 8616 00

SWIFT (BIC)-Code DEUTDE33HAN

BANK: Deutsche Bank

The payment options currently offered by the WEBSHOP are detailed within the order process.

9.5 LIPOTYPE may charge late interest in the amount of 9 % above the statutory interest rate ("Basiszinssatz", § 247 BGB) in the case of a delayed payment.

9.6 In case CLIENT does not provide LIPOTYPE with samples (or only provides samples not conforming to the REQUIREMENTS or inferior or inadequate in the sense of sect. 4.4) within eighteen (18) months of the closing of the AGREEMENT, CLIENT shall forfeit any payments made prior to the end of such 18 months' period, as lump sum compensation for LIPOTYPE reserving its platform to provide its services.

10 Suspension and Termination of Services

10.1 LIPOTYPE shall be entitled to either suspend or terminate the provision of SERVICES in the event of:

- a) failure of CLIENT to comply with its obligations set forth in these terms and conditions and/or the OFFER where such failure is not remedied within 10 days after a respective notice from LIPOTYPE, or where such failure cannot be remedied, or



- b) failure of CLIENT to make payments when due, including but not limited to non-payment due to an arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by CLIENT, or.
 - c) technical problems which could not be predicted in advance and which prevent or materially impede LIPOTYPE from performing the SERVICES.
- 10.2 Notwithstanding the provisions set forth in Section 12.2, claims for damages incurred due to a suspension or termination of SERVICES according to Sec. 10.1 above shall be excluded.

11 Warranty

- 11.1 LIPOTYPE warrants that the SERVICES provided conform to the industry standard of professional care. Due to CLIENT being solely responsible for the samples being free from third party rights, LIPOTYPE accepts no warranty or responsibility as to the RESULTS or their use infringing upon third parties' rights. However, LIPOTYPE will immediately inform CLIENT, if it becomes aware of any encumbrance, which may affect the intended use of the RESULTS.
- 11.2 LIPOTYPE assumes no warranty or liability for any particular outcome or RESULTS of the SERVICES or for the SERVICES' or RESULTS' fitness to serve any particular purpose.
- 11.3 In the event that the SERVICES provided do objectively not meet the agreed quality or specifications, LIPOTYPE will, upon a respective written request from CLIENT, at CLIENT's option, either (a) re-perform at its sole expense, the respective SERVICES which did not meet the agreed quality or specifications, or (b) refund to CLIENT all amounts paid in connection with the objected SERVICES.
- 11.4 CLIENT will inspect and evaluate the RESULTS immediately upon delivery by LIPOTYPE and, if deviations from and non-compliance with the agreed SERVICES become apparent, inform LIPOTYPE thereof in text form without undue delay - at the latest thirty (30) days after delivery. Otherwise, the SERVICES and RESULTS shall be deemed to be in conformity with the provisions of the AGREEMENT, unless such deviation and/or non-compliance was not recognizable during inspection. If such deviation and/or non-compliance becomes apparent later, CLIENT must notify LIPOTYPE hereof in text form without undue delay, at the latest thirty (30) days after discovery. Otherwise the SERVICES and RESULTS shall be deemed approved with regard to this deviation and/or non-compliance, too.



12 Liability

- 12.1 LIPOTYPE shall not be liable for any delay or failure in providing the SERVICES which are imputable to or due, in whole or in part, to the failure of CLIENT and/or third parties deployed by CLIENT with CLIENT's obligations under the AGREEMENT or due to instructions and/or specifications provided by CLIENT or third parties acting on behalf of CLIENT. Any dates or time periods relevant to the performance of LIPOTYPE shall be equitably extended to account for any delays caused by CLIENT, its employees and/or third parties deployed by CLIENT and all additional costs shall be borne by CLIENT.
- 12.2 LIPOTYPE's liability shall be limited to cases of gross negligence or wilful misconduct. With regard to slight negligence, LIPOTYPE shall only be liable in case of a breach of a material obligation – the fulfilment of which is essential for the proper performance of the AGREEMENT and the proper performance of which the other party may regularly rely on – under the AGREEMENT and limited to the typical and foreseeable damage. Nothing in the AGREEMENT shall exclude LIPOTYPE's liability for death and/or personal injury or LIPOTYPE's liability pursuant to the German Product Liability Act or the GDPR. This limitation of liability shall apply respectively to LIPOTYPE's directors, employees, agents and sub-contractors.
- 12.3 CLIENT's claims for damages shall be time-barred one (1) year following CLIENT's knowledge of the damaging incident. Sec. 202 Abs.1 BGB shall remain unaffected.
- 12.4 LIPOTYPE shall not be liable for any damages incurred through the use of the RESULTS for any other purpose than described in Section 6.
- 12.5 CLIENT shall indemnify, defend, and hold harmless LIPOTYPE, its affiliates, subcontractors, distributors, and the directors, officers, employees and agents of each such entity ("**INDEMNIFIED PERSONS** ") from and against all claims, liabilities, losses, expenses (including without limitation reasonable attorneys' fees and other legal costs and expenses) or damages incurred by the INDEMNIFIED PERSONS which result directly or indirectly from (i) the use of the RESULTS for purposes not expressly authorised in writing by LIPOTYPE; (ii) a breach of CLIENT's obligations and/or warranties set forth in the AGREEMENT and these terms and conditions; (iii) the use or making available of the RESULTS in a manner that infringes or is claimed to infringe the Intellectual Property rights of any third party.



- 12.6 The CLIENT undertakes to comply with all tax and customs obligations arising to him in connection with the execution of this Agreement, regardless of jurisdiction. This concerns in particular obligations resulting from the so-called reverse charge procedure (according to Art. 199c RL 2006/112/EG) for companies with their registered office, place of business or other sales tax connection point within the EU. In the event that the CLIENT violates the aforementioned obligations and claims are therefore made against LIPOTYPE, the CLIENT undertakes, at LIPOTYPE's choice, to indemnify LIPOTYPE in the amount of the claim asserted (including any penalty payments) or to remedy the damage itself (i.e. to avert the claim against LIPOTYPE).

13 Confidentiality/Use of Names/Data Protection

- 13.1 For the term of the AGREEMENT and a period of three (3) years thereafter, either party shall keep confidential and shall not disclose any CONFIDENTIAL INFORMATION to any third party other than its and its subcontractor's employees and/or agents with a need to know. For the avoidance of doubt, the receiving party must not use any CONFIDENTIAL INFORMATION for the generation of any kind of intellectual property other than as allowed pursuant to sect. 7.
- 13.2 "**CONFIDENTIAL INFORMATION**" shall include all non-public information that the disclosing party must reasonably consider confidential, whether or not labelled as such, including, but not limited to, the information vested in the sample materials provided by CLIENT, the parties' know-how and any personal data. However, the term "CONFIDENTIAL INFORMATION" does not include information that (a) is publicly known or known to the receiving party at the effective date of the AGREEMENT or (b) later becomes publicly known under circumstances involving no breach of this confidentiality obligation, (c) is lawfully and in good faith disclosed to the receiving party by a third party without an obligation of confidentiality, or (d) is independently developed by the receiving party without any reference to CONFIDENTIAL INFORMATION as evidenced by its written records.
- 13.3 Statutory obligations to disclose CONFIDENTIAL INFORMATION shall remain unaffected.
- 13.4 LIPOTYPE shall be allowed to disclose general non-confidential information about the AGREEMENT and the SERVICES provided for marketing purposes.
- 13.5 LIPOTYPE shall be allowed to use the name and the logo of the CLIENT for LIPOTYPE'S own marketing purposes and shall be allowed to publish a customer reference. The customer reference will be provided for review to the CLIENT. The CLIENT shall review and approve the draft of the customer reference within thirty (30) days of its receipt by the CLIENT. The consent should not be unreasonably withheld or delayed. In case CLIENT does not reply to LIPOTYPE within such thirty (30) days this shall be deemed as consent by the CLIENT.



- 13.6 The parties shall observe the applicable data protection laws and regulations. If CLIENT processes personal data, it is responsible for being entitled to do so in accordance with the applicable laws. Unless otherwise agreed upon, either party shall store personal data exclusively within the territory of the European Union. LIPOTYPE's privacy policy setting forth its scope of use of personal data can be found at <https://www.lipotype.com/legals/privacy-policy/>.

14 Miscellaneous

- 14.1 No modification of the AGREEMENT shall be binding upon the parties unless made in writing. This shall also apply to any waiver of this written form requirement.
- 14.2 Should any of the provisions in the AGREEMENT be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one that comes economically closest to the invalid regulation. Same shall apply in case the AGREEMENT contains an omission.
- 14.3 CLIENT may only assign any claims against LIPOTYPE to third parties with the prior written consent of LIPOTYPE. § 354a Sec. 1 of the German Commercial Code (HGB) shall remain unaffected.
- 14.4 CLIENT may only set off undisputed claims and claims asserted in unappealable judgment against LIPOTYPE's claims. The same applies in case CLIENT intends to avail itself of a right of retention.
- 14.5 These Conditions and any AGREEMENT shall be exclusively governed by and construed in accordance with the laws of Germany, excluding the rules on conflict of laws and the rules of the UN Convention on Contracts for the International Sale of Goods (CISG). The Court of Dresden shall have exclusive jurisdiction for any claim hereunder and any individual AGREEMENT.

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