

Moss Partner Agreement

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German	INT-de Nufin GmbH Moss Partner Agreement v1.0

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1. Definitions

The terms defined below shall have the meaning given in this Moss Partner Agreement (**Agreement**) and in all contractual documents with the Partner. Words in the singular include the plural and words in the plural include the singular, unless the context indicates otherwise.

Advertising Material are the product descriptions, data, files, texts, images, logo, brand or other trademark depictions, information or other marketing materials provided by Nufin for the purpose of customer communication through the Partner.

Anti-Bribery Laws are all applicable laws, statutes, regulations, and codes applicable to the actions of the Partner relating to anti-bribery and anti-corruption, including, without limitation, Division 26 of the German Criminal Code (*Strafgesetzbuch - StGB*) and the UK Bribery Act 2010 (*Bribery Act*).

Confidential Information shall have the meaning given in clause 8.1.

Customer is the contractual partner of Nufin regarding the use of Moss Services.

Data Protection Regulations means the laws, regulations or other government provisions that are applicable to a specific processing of personal data under this Agreement, including (i) Regulation 2016/679 of the European Parliament and of the Council (General Data Protection Regulation, GDPR); (ii) UK GDPR; (iii) Swiss Federal Data Protection Act (Swiss DPA), in each case including all their applicable national implementations and in the applicable current version.

Effective Date shall have the meaning given in clause 11.1.

Excluded Revenues shall have the meaning given in clause 3.6.

Gross Margin shall have the meaning given in clause 3.5.

IP Rights means industrial property rights, copyrights and proprietary rights. Industrial property rights are patents, utility models, trademarks, service marks, design patents, design rights, database rights, semiconductor topography rights, proprietary information rights, and all similar proprietary rights, whether registered or unregistered, including all foreign equivalents and all domestic and foreign applications, partial applications, continuations, partial continuations, reissues, re-examinations, renewals or corresponding applications.

Material means all tangible information, in particular but not limited to papers, records, documents, summaries, samples, Advertising Materials and all copies thereof, provided to or acquired by the Partner or its employees, agents or representatives in connection with this Agreement. all embodied information, including but not limited to

papers, records, documents, summaries, samples, Advertising Material, and all copies thereof, that have been made available to or obtained by the Partner, its employees, agents, or representatives, for the purpose of performing their services, regardless of whether such Materials contain Confidential Information of Nufin.

Moss Cards are physical or virtual Mastercard corporate credit cards issued by Moss GmbH, Saarbrücker Str. 37A, 10405 Berlin, Germany, entered in the commercial register of the Charlottenburg Local Court under registration number HRB 219201 B, or any other issuer replacing Moss GmbH as issuer under the Moss card program.

Moss Payment Services are the payment services offered by Moss GmbH and/or other Third-Party Providers, including the Moss Cards.

Moss Platform Services are the spend management services accessible through the Moss Platform.

Moss Services are the Moss Platform Services and the Moss Payment Services.

Moss Trademarks are the trademarks, titles or other registered or unregistered marks used by Nufin or an affiliated company for any or all Moss Services, including but not limited to the character strings "moss", "getmoss", "nufin" or the logo shown above.

Nufin means Nufin GmbH, Saarbrücker Str. 37a, 10405 Berlin, Germany, entered in the commercial register of the Charlottenburg Local Court under registration number HRB 209209 B.

Onboarding means the process controlled by Nufin required for the conclusion of Moss Services contracts with Customers which may include the verification and assessment of the Customer by Nufin and its cooperation partners in their sole discretion.

PartnerStack means PartnerStack Inc., 1049 El Monte Ave Ste C # 512 Mountain View, CA, 94040-2399 United States.

PartnerStack Platform is a platform provided by PartnerStack that facilitates the management of partner contracts and regarding the use of which the Partner concluded a separate contract with PartnerStack.

Party or **Parties** means Nufin or the Partner individually (Party) or both (Parties).

Potential Customer means companies that, as part of the target group defined by Nufin or based on other criteria mutually determined by the Parties, may be considered as users of the Moss Platform and will likely be interested in such services.

Premium has the meaning given in clause 3.

Premium Eligibility Period means the period from the Effective Date until the expiration of this Agreement, unless the Partner terminates this Agreement pursuant to clause 11.2 (b) of this Agreement, in which case the Premium Eligibility Period shall end at the time Nufin receives the notice of termination.

Qualified Customer means a Potential Customer who (i) has been introduced by the Partner to Nufin through a direct, personalised connection between a Potential Customer and Nufin, facilitated by the Partner leveraging their network to recommend Moss Services during the Premium Eligibility Period, (ii) has been pre-approved by Nufin after it has been determined that no relationship existed between the Potential Customer and Nufin at the time of introduction by the Partner, (iii) has been accepted as a customer by Nufin and the other providers of Moss Services, in their sole discretion, based on statutory required information and financial checks (in particular, risk checks), and (iv) uses the Moss Platform for an uninterrupted period of at least three (3) full months.

2. Partner's Services

2.1. **Purpose of the cooperation.** The Partner is familiar with the Moss Services, has connections to Potential Customers for the Moss Platform and would like to refer Potential Customers to Nufin to earn a Premium.

2.2. **No duty of representation.** The Partner acts at its own discretion, without being obliged to do so, from time to time. If the Partner is entrusted as a commercial agent under German law by Nufin, the Partner is only entrusted as a sideline commercial agent (*Handelsvertreter im Nebenberuf*, Sec. 92b German Commercial Code (*Handelsgesetzbuch – HGB*)) and the Partner shall inform Nufin without undue delay if the respective requirements are no longer met.

2.3. **Information about Moss Services.** The Partner shall inform Potential Customers about the content, benefits and terms of the Moss Services. Nufin may provide Partner with Advertising Material for this purpose. Partner shall not make any incorrect statements about the Moss Services to Potential Customers.

2.4. **Incentives.** The Partner shall not offer any cashback or financial incentives to Potential or Qualified Customers, without Nufin's prior approval.

2.5. **Transfer of information.** It is the Partner's responsibility to provide a sufficient legal basis for the submission of information that Nufin or PartnerStack uses for the purposes of billing. The Partner will obtain required consent from the Customer at least in text form (e.g. by e-mail).

3. Premiums

3.1. **Premiums.** The Partner is granted the Premiums stipulated on the PartnerStack Platform subject to the further provisions of this clause 3. The determination and implementation of the Premium is primarily carried out via the PartnerStack Platform, the provisions of this clause 3 apply in addition and subordinately. The Partner is not entitled to an advance on the Premium.

3.2. **Modification of premiums.** Nufin is entitled to modify, increase, or reduce the Premiums at any time with effect for the future or to fix Premiums for a limited period of time. Such changes will not apply to Qualified Customers already referred by Partner at the time of the change, unless otherwise agreed by the Parties.

3.3. **Fixed Premium.** If agreed between the Parties, Nufin shall pay the Partner a one-time fixed premium in the amount specified on the PartnerStack Platform for each Qualified Customer during the Fixed Premium period subject to the further terms and conditions in this Agreement and as made available to the Partner on the PartnerStack Platform or otherwise. The Fixed Premium excludes other Premiums unless explicitly stipulated to the contrary.

3.4. **Standard Premium.** Unless otherwise expressly agreed between the Parties, the Partner receives a one-time Premium based on a share of the Gross Margin generated by Nufin in the first twelve (12) months with a referred Qualified Customer. The share can be tiered according to the number of Qualified Customers acquired per calendar quarter.

3.5. **Gross Margin** is calculated as (i) the ongoing SaaS fee paid by the Qualified Customer to Nufin for the use of the Moss Platform, plus (ii) such revenues received by Nufin from the respective issuer of the Moss Cards for outsourced Partner Services in respect of transactions with the Qualified Customer's Moss Cards (but not, for the avoidance of doubt, other revenues such as currency conversion fees (FX fees)), less (iii) Excluded Revenues and the costs specifically related to the above revenues (i) and (ii). Costs in this regard means also expenses or repayments to the Qualified Customer that Nufin or a cooperation partner bear in connection with the Gross Margin. All payments above are calculated after unconditional receipt of payment by Nufin and are exclusive of sales tax (net).

3.6. **Excluded Revenues** means revenues (i) arising from extraordinary business transactions, including, but not limited to, revenues from transactions as defined in clause 12.2, from the sale of customers, customer lists, leads, or from collaborations with respect to customers with third parties, or from other transactions not in the ordinary course of Nufin's business; (ii) from new functionalities, programs, products or Moss Services that were not part of the Moss Service offering at the time of entering into this Revenue Share Agreement; (iii) generated by third parties in connection with the provision of the products or Moss Services; or (iv) revenues that have not been realised, regardless the cause, in particular whether Nufin could have realised the revenues. Nufin may classify revenues as Excluded Revenues in its sole discretion and such decisions will be final and binding unless Partner demonstrates that Nufin acted arbitrarily. This also applies if further Excluded Revenues are now or in the future generated in addition to or instead of the revenues that Nufin generates from its regular business activities at the Effective Date, or if the revenues are reduced or eliminated as a result of Excluded Revenues.

3.7. **Settlement of the premium by Nufin.** To the extent that billing is not carried out through the PartnerStack Platform, Nufin shall provide the Partner with a Premium calculation for the Qualified Customers referred by the Partner within one (1) month after the cut-off dates of (i) June 30 and (ii) December 31 for the six-month period

preceding the cut-off date. In the calculation, Nufin may make corrections in particular due to refunds / correctional entries in relation to the previous period. An entitlement to the calculation and settlement of the Premium only arises when an expected minimum amount of EUR 50 is reached. Nufin will pay the Premium within thirty (30) business days of receipt of a proper invoice.

3.8. **Invoicing.** The Partner issues an invoice for the Premium, either to Nufin in the case of direct billing, or to its contract partner within the PartnerStack group. When invoicing Nufin, the Partner shall declare the VAT that may be incurred in the invoice and issue the invoice in accordance with the legal requirements, in particular § 14 German Value Added Tax Act (*Umsatzsteuergesetz - UStG*).

3.9. **Exclusion of objections and statute of limitations.** If the Partner does not object to the premium calculation, it shall be deemed to have been approved upon submission of the invoice, but no later than three (3) months after receipt of payment. Claims to Premiums become time-barred within 1 (one) year after issuance of the Premium calculation.

3.10. **Customer selection.** Nufin is not obligated to accept a Potential Customer proposed by the Partner, to follow up on a contact or to demonstrate the Moss Services to a Potential Customer if, in Nufin's sole discretion, the Potential Customer does not appear to be suitable or otherwise promising. The Partner shall have no claims, in particular not for information, accountability or damages, against Nufin if contacts are rejected or not followed up or if contracts with Qualified Customers are terminated, regardless of the party causing the termination and regardless of the reason for termination.

4. Advertising material

4.1. **Rights to Advertising Materials.** Nufin grants the Partner permission to use Moss Trademarks and Advertising Materials solely for and limited to the purposes of performing the obligations under this Agreement. Any other use requires the express prior approval of Nufin in text form. All IP Rights to the Moss Trademarks and the Advertising Materials remain with Nufin or the respective rights holder.

4.2. **Release.** The use of the Advertising Materials for promotional measures by Partner requires (i) a general release of the Advertising Materials for unaltered use for the purposes and media types specified together with the general release or (ii) a specific approval by Nufin.

4.3. **Changes.** The Advertising Materials may only be used in an unchanged form compared to the release. In particular, a change in the size, form and content of Advertising Materials or an integration of the Advertising Materials into other advertising designs than those released shall also be deemed to be a change.

4.4. **Legality.** Partner ensures that its advertising and the actual presentation of the Advertising Materials does not violate any applicable laws, provided that Nufin remains responsible for the permissibility of the released Advertising Materials itself. Partner, in turn, is responsible for any labelling of integrated Advertising Materials and the information about the integration.

4.5. **Damage to reputation.** Advertising Materials may not be placed or reproduced in a context that is likely to damage Nufin's image or reputation. The placement of advertisements for competing products in the immediate vicinity of Advertising Materials is prohibited.

4.6. **Withdrawal.** Nufin is entitled at any time to change, withdraw or restrict permissions or releases regarding the use of Advertising Materials by the Partner or regarding the use on certain platforms of the Partner or third-party offers.

4.7. **Logo.** Each party permits the other Party to use its primary trade name and / or logo (**Logo**) as designated from time to time by the permitting Party, on a non-exclusive, non-transferable, and revocable basis solely for the purpose of promoting this cooperation, subject to the prior approval and limited to usage in accordance with the respective brand guidelines if and as communicated to the other Party. The permitting Party may revoke the permission at its sole discretion at any time, without giving any reason, by a notice requiring cessation of use and removal of the Logo within a reasonable timeframe. This clause does not imply any transfer of intellectual property rights in the Logo to the other Party.

5. Compliance

5.1. **Premiums.** The Partner represents and warrants that it does not violate any applicable laws or contractual provisions with third parties by agreeing to or accepting the Premiums specified in this Agreement. The Partner ensures in relation to the Potential Customer that they are allowed to introduce Moss Services to the Potential Customer in the contractually agreed manner and to receive the information about the Qualified Customer from Nufin that is necessary for billing purposes.

5.2. **Anti bribery.** Partner warrants and represents that it has not and will not engage in any activity, practice, or conduct that would violate applicable Anti-Bribery Laws.

5.3. **Conflicting interests.** The Partner hereby affirms that it is not a managing director, director, authorised officer, legal representative, advisory, supervisory board member or employee of a Qualified Customer or other person prohibited from introducing Qualified Customers to Nufin or its affiliated companies due to a conflict of interest under any applicable Anti-Bribery Laws (including, if German Anti-Bribery Laws are applicable, not an employee (*Angestellter*) or agent (*Beauftragter*) of a Qualified Customer under Division 26 of the German Criminal Code (StGB)).

6. Relationship of the Parties

6.1. **Independence.** The Parties are independent contractors in the performance of their obligations under this Agreement. Except as otherwise expressly provided in this Agreement, nothing in this Agreement or its performance shall create or imply any joint venture, partnership, franchisor-franchisee relationship, licensor-licensee relationship, principal-agent relationship, or employment relationship between the Parties.

6.2. **Representation.** No Party possesses the right, ability, or authority to establish any obligation, either explicit or implicit, on behalf of the other Party, nor to represent or purport to act in the name or on behalf of the other Party, or to obligate the other Party in any capacity, including as an agent.

6.3. **Permits.** The Partner is responsible for obtaining and maintaining regulatory approval if such approval is required to act as a Partner.

7. Data protection

7.1. **Data protection compliance.** Each Party shall process personal data for which the other Party is the controller only in accordance with the Data Protection Regulations. In case of doubt, personal data shall be treated as Confidential Information (as defined below).

7.2. **Data protection spheres.** With respect to personal data from its own sphere of responsibility, each Party shall ensure that the legal bases for the other Party's data processing operations related to the performance of the obligations of this Agreement are given. The sphere of Partner includes, in particular, its contractual activity towards Potential or Qualified Customers and their employees.

7.3. **Spheres of responsibility.** Each Party shall carry out the information obligations under the Data Protection Regulations towards data subjects in its sphere of responsibility, in particular towards employees, for processing of personal data by the other Party required for the performance of the Agreement.

7.4. **Data processing agreement.** Insofar as personal data is processed on behalf of the other Party, the Parties shall conclude a data processing agreement in accordance with the Nufin standard, which shall take precedence over this Agreement with regard to the processing of personal data.

8. Confidentiality

8.1. **Confidential Information.** Confidential Information means all information, including but not limited to details concerning Nufin's ownership, employees, finances, business operations, strategies, and techniques, provided to the Partner in connection with this Agreement, regardless of the method of disclosure (whether oral or written, electronic or otherwise). Confidential Information includes any copies, reproductions, notes, analyses, presentations, compilations, studies or other documents prepared by Partner that contain, reproduce or are based upon, in whole or in part, the information provided by Nufin to Partner. However, the term **Confidential Information** shall not

include any such information that (i) is now or hereafter in the public domain or generally available (other than as a result of a breach of this Agreement by Partner or its employees, agents or representatives), (ii) was already (prior to the initial disclosure by Nufin) lawfully in the possession of Partner or its employees, agents or representatives, (iii) was obtained by the Partner or its employees, agents or representatives from a third party lawfully in possession of such information and under no obligation to keep such information confidential, or (iv) was independently developed by the Partner or its employees, agents or representatives without the use of or reference to Nufin's Confidential Information.

8.2. **Confidentiality Measures.** Partner shall keep Nufin's Confidential Information confidential and shall take at least such confidentiality safeguarding precautions as are equivalent to those it uses to protect its own strict confidential information, but at a minimum reasonable precautions to ensure the continued confidentiality of such information and to prevent its unauthorised access and disclosure.

8.3. **Return or deletion of Confidential Information.** The Partner agrees that upon expiration or termination of this Agreement or upon earlier request, Partner shall return to Nufin or delete (and confirm such deletion in writing) all Confidential Information received from Nufin, except for such information that Partner is obligated to retain under applicable law.

8.4. **Secrecy.** During the term of this Agreement and for five (5) years thereafter, the Partner shall not, without the prior written consent of Nufin, use or disclose any Confidential Information for any purpose other than as expressly provided in this Agreement in order to perform its obligations under this Agreement. Prior to disclosing Confidential Information to any employee, consultant or other person, the Partner shall ensure that such person agrees in writing to comply with confidentiality, non-disclosure and non-use restrictions substantially similar to those contained in this Agreement.

8.5. **Exceptions.** The confidentiality obligations do not apply to information that the Partner (i) is required to disclose pursuant to a court or governmental order or, (ii) discloses to Qualified Customers to the extent required for the achievement of the purposes of this Agreement after Nufin has confirmed them in writing as Qualified Customers and after the Qualified Customer has agreed in writing to comply with confidentiality, non-disclosure and non-use restrictions substantially similar to the restrictions contained in this Agreement. Nufin shall have the right to disclose the existence of this Agreement and its general terms to any Qualified Customer referred to Nufin by the Partner.

9. Return / destruction of materials

Notwithstanding further obligations in this Agreement, the Partner undertakes at the request of Nufin to:

- (a) promptly return to Nufin all Materials, whether or not such Material contains Confidential Information of Nufin; and
- (b) destroy all Material created by Partner or its employees or agents based on Nufin's Confidential Information,

except for one copy of this Agreement, which may be retained by the Partner for the purpose of determining its continuing rights and obligations under and in connection with this Agreement.

10. Liability

10.1. **Exclusion.** Nufin's liability shall be excluded for slight or simple negligence (*einfache oder leichte Fahrlässigkeit*); this exclusion shall not apply in the event of a breach of a cardinal obligation (*Kardinalpflicht*); Cardinal obligations are essential contractual obligations, the fulfilment of which makes the proper performance of this Agreement possible in the first place and on whose fulfilment the Partner regularly relies, and whose breach jeopardizes the achievement of the purpose of the contract.

10.2. **Indirect damages.** Under no circumstances shall either Party be liable to the other Party or any third party for any damages resulting from loss of revenue, anticipated profit, lost business, costs of delay, or failure of delivery, except where such damages are directly caused by at least grossly negligent breach of this Agreement by the Party.

10.3. **Limitation.** Nufin's liability remaining under the foregoing provisions is limited to typical and at the time of the conclusion of the Agreement foreseeable damages, and shall not exceed the contract value. The contract value is calculated as the sum of the remuneration

that was payable to the Partner in the twelve (12) months prior to the damage event.

10.4. PartnerStack's liability. Nufin shall not be liable for damages caused by or in the responsibility of PartnerStack. The Partner agrees to indemnify and hold harmless Nufin, including its affiliates, officers, agents, employees, and permitted successors and assigns, against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind whatsoever, arising from the Partner's negligence or breach of this Agreement occurring in connection with this Agreement, and to do so upon first demand.

10.5. Force majeure. Nufin shall not be responsible for disruptions in performance due to force majeure, in particular strikes, lockouts, official orders, natural disasters, war, terrorist attacks, reactor accidents, trade embargoes, epidemics or pandemics, failure of communication networks or network infrastructure or disruptions in the services of carriers.

10.6. Extension. The provisions of this clause 10 shall also apply to claims of the Partner against the bodies, employees, or vicarious agents or affiliates of Nufin.

11. Term and termination

11.1. Term. This Agreement shall commence upon the conclusion of this Agreement by both Parties (**Effective Date**) and will remain in effect until terminated, unless otherwise agreed between the Parties.

11.2. Termination. This Agreement may be terminated:

- (a) by ordinary termination by one Party giving 30 (thirty) days' notice in written or text form to the other Party;
- (b) with immediate effect by extraordinary termination by one Party in written or text form to the other Party (i) if termination is required for regulatory reasons or (ii) if there is good cause (*wichtiger Grund*) in accordance with the applicable law. A good cause may in particular exist, if the Partner breaches significant obligations under this Agreement. Significant obligations include (imminent) violations that appear severe considering the highest standards of ethical conduct and integrity expected here, even if such violations result from accident, mishap, error, or misunderstanding. Good cause also exists if the financial circumstances of the Partner deteriorate to such an extent that the continuing and proper fulfilment of contractual obligations appears to be at risk;
- (c) automatically upon the occurrence of any event of bankruptcy, insolvency or liquidation of any Party; or

11.3. Termination effect. Any Premium payments shall automatically end at the latest upon expiry of one year after the effective date of termination of this Agreement. After the end of the Agreement, only one Premium calculation will be made in relation to the Premium at the end of the 15th month after the end of the Agreement in which all corrections are to be taken into account. After termination Nufin is entitled to retain an appropriate amount for subsequent corrections when billing before the end of the Agreement.

11.4. Continuance. All legal remedies available to the Parties and the provisions of clauses 7 to 13 shall continue to apply after termination or expiration of this Agreement.

12. Assignment; Transactions.

12.1. Assignment. Neither Party may assign or otherwise transfer its rights, duties or obligations under this Agreement in whole or in part without the prior written consent of the other Party. Section 354a of the German Commercial Code remains unaffected. Any attempt by either Party to assign its rights or obligations under this Agreement shall be void unless expressly provided for in this Agreement.

12.2. Transactions. Notwithstanding the foregoing, the transfer of this Agreement or any of its rights and claims thereunder shall be permitted by way of exception without the prior consent of the other Party, provided that the transfer is part of one of the following transactions: Transfer of some or all of the assets (asset deal); initial public offering (IPO); company split, whether through demerger, spin-off, or division; contribution to another company; sale or transfer of business shares, stocks, or other company interests; merger or

consolidation with another company; or any other form of company sale or corporate restructuring that essentially has the same effect as the aforementioned transactions. In the event of a transfer pursuant to the above provisions, the transferring Party shall notify the other Party of the transfer without undue delay.

13. Miscellaneous

13.1. Separate Terms: The Parties may enter into separate or individual terms or alternative arrangements outside of this Agreement. Such deviating agreement must be in writing, shall supersede and take precedence over this Agreement.

13.2. Existing Contracts: In the absence of an explicit agreement to the contrary, this Agreement shall replace and supersede all prior agreements between the Parties concerning the subject matter hereof.

13.3. Costs. Each Party shall bear its own costs and expenses in connection with this Agreement and its performance.

13.4. Retention and offsetting. The assertion of a right of retention (*Zurückbehaltungsrecht*) or offsetting (*Aufrechnung*) is only admissible with counterclaims that are undisputed, have been confirmed in writing by Nufin or have been legally established (*rechtskräftig festgesetzt*). Partner may only assert a right of retention on the basis of counterclaims arising from this contractual relationship. Statutory offsetting prohibitions (*gesetzliche Aufrechnungsverbote*) shall remain unaffected.

13.5. Certain e-commerce regulation. Section 312i (1) sentence 1 number 1 to 3 German Civil Code (*Bürgerliches Gesetzbuch - BGB*) is not applicable.

13.6. Severability clause. If any provision of this Agreement is or becomes void or ineffective in whole or in part, this shall not affect the validity or enforceability of the remaining provisions of this Agreement. The void or invalid provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose intended by the void or invalid provision.

13.7. Applicable law; Place of jurisdiction. The validity, performance, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany (excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods). Any disputes arising out of or in connection with this Agreement or its validity shall, to the extent permitted by law, be subject to the exclusive jurisdiction of the competent courts in Berlin.

13.8. Language versions. This Agreement is available in various language versions. The German language version is binding unless otherwise agreed.