

Cavok Terms of Use

Version as at:09/08/2021

1. Performance Specification

1.1 Cavok is a closed system for the fast and uncomplicated distribution of media data. R-Biopharm AG uses it to store and manage flyers, brochures, photographs, videos, graphics, PowerPoint presentations, certificates, other technical documents and information relating to its products.

1.2 In Cavok, users can compile media content and send it via a link, which significantly reduces file sharing.

1.3 The user interface languages are German and English in view of the internationality of the users.

2. Service Providers

2.1 Service provider of Cavok as defined in Sections 5(1), (2) No. 1 Telemediengesetz [German Telemedia Act] is R-Biopharm AG, see **Legal Notice**.

2.2 Cavok is a product of Peak-14 GmbH, Otto-Röhm-Str. 69, 64293 Darmstadt, Germany.

3. Users

Access to Cavok is given to registered and approved distributors and employees of R-Biopharm AG and its subsidiaries (hereinafter referred to as "Users").

4. Registration, Approval and Access

4.1 Prospective users can request an account directly via cavok.r-biopharm.de, and to do this they must provide a user name, e-mail first and last name and optionally the company name, address, country where the company has its registered office, scope of activities, particulars of the contractual relationship with R-Biopharm AG and/or customer ID and telephone number. Alternatively, prospective users can send an e-mail to their contact at R-Biopharm AG which must include the following particulars: e-mail address, first and last name. Ideally the user name should contain the professional e-mail address or another reference to the name of the company who employs the user. Ideally the e-mail address given should have a clear reference to the person and company. Addresses with support@/info@ should be avoided if possible.

4.2 The prospective user must ensure that the data provided are accurate and complete. Use of pseudonyms is not permitted.

4.3 R-Biopharm AG must activate the account. Upon activation, the prospective user will be sent an e-mail with his/her access data (user name and password).

4.4 Access to Cavok is only possible if these Terms of Use are accepted and the Privacy Notice has been read and understood. Registration with Cavok and

acceptance of these Terms of Use results in a license agreement being formed with R-Biopharm AG.

4.5 R-Biopharm AG may refuse activation without giving reasons. This applies, in particular, if pseudonyms are given in the login details, if competitors or end-customers/consumers request an account or if there is no contractual relationship with R-Biopharm AG or the prospective user has no legitimate interest in using Cavok. Legitimate interest is absent if the prospective user is not involved in the distribution or marketing of products of R-Biopharm AG.

5. Disclosure to Third Parties and Updating

5.1 Ideally each user should register individually for Cavok. If possible, the access data should also not be disclosed within a firm. It is expressly forbidden to disclose access data to third parties outside the user's company.

5.2 The registered user is responsible for updating his/her registration regularly.

5.3 Use of the access data is no longer permitted if the user changes employer. New access data must be requested if the user is still interested in using Cavok. Ideally the new access data should also give a clear indication of the (new) employer for whom the user is working at the time of the request.

6. Costs

6.1 Use of Cavok is free of charge.

6.2 No products or services can be bought or sold using the system.

6.3 By clicking on the illustration of the shopping cart, the user can create a link for the media content that he/she composed earlier and access this content via the link. The link allows access to the content for one month from its creation (so-called validity period).

6.4 The details of how Cavok works are explained here <https://cavok.r-biopharm.de/tutorials/>.

7 Rights of Use

7.1 **Legally Protected Content**: The media content on Cavok was created by R-Biopharm AG and is the property of R-Biopharm AG. The media content is protected by law.

7.2 **Personal License**: With access to Cavok the user is given a license to the published content as described below; the content is not sold to the user.

7.3 **Use by Employers**: The license is granted to the registered user personally. Use of the media content by the user's employer is possible if (a) the user has full authority to bind the employer to these Terms of Use, (b) the user grants his/her employer a sub-license in text form in accordance with these Terms of Use, and (c) the user is and remains solely

responsible and liable for the use of the media content.

7.4 Distributors' Rights of Use: With their access to Cavok, distributors receive a simple right of use, free of charge, non-transferrable or non-sublicensable with the exception of Paragraph 7.3 to any and all published content, exclusively for the purposes contractually agreed with R-Biopharm AG in the relevant distributor contract in the contractual territory for the term of the contract. If there is no contractual obligation, use is only permitted for purposes that are directly connected with the distribution or marketing of products/services of R-Biopharm AG, in the territory and for the length of time that use is required for this purpose.

7.5 Employees' Rights of Use: With their access to Cavok, employees of R-Biopharm AG and its subsidiaries receive a simple right of use, free of charge, non-transferrable or non-sublicensable with the exception of Paragraph 7.3 to any and all published content, exclusively within the framework of the existing professional activity for R-Biopharm AG and/or its subsidiary, in connection with the distribution or marketing of products/services of R-Biopharm AG in the contractual territory during the term of the contract.

7.6 Restrictions The aforementioned user licenses may be restricted or revoked at any time without reasons being given and are not transferrable to third parties.

The following, in particular, is **not permitted**:
(a) feeding of the content into a digital management system of the user, (b) use in defamatory, immoral, offensive, controversial context or other use of content in a context which may result in economic disadvantages for R-Biopharm AG, (c) giving third parties the possibility of using media content as a file, (d) infringing rights of third parties by using the media content,
(e) the registering of a trade mark or copyright on the basis of the media content,
(f) removing of proprietary rights notices, (g) issue media content as originator, (h) the use of content for self-promotion or commercial purposes outside the contractual agreement with R-Biopharm AG, and/or
(i) use of media content in press releases.

Editorial use, online publication or linking requires the prior consent of R-Biopharm AG in text form.

The content may possibly contain third-party licensed products. R-Biopharm AG usually acquires a standard license for this, entailing further **restrictions** which the user must also observe: (a) photos contained in media products (flyers etc.) must not be downloaded, extracted or disclosed separately, (b) print runs or product packages in excess of 20,000, advertising campaigns with target group in excess of 20,000 and/or audiovisual

productions (e.g. film, TV, advertisement etc.) with a budget for production in excess of 10,000 USD must be discussed with R-Biopharm AG in advance and are only permitted with the latter's consent in text form, (c) R-Biopharm AG must give prior consent for the creation of commercial products/merchandise products (e.g. posters, ball point pens, calendars, cups etc.), print-on-demand products or digital templates (e.g. design templates for brochures, website templates etc.), wall decoration for business premises or the use in R-Biopharm AG Press releases must have prior approval of R-Biopharm AG in text form.

7.7 Reference to Source: When integrating with other content or other reproduction, the source of size, color and placement must always be clearly legible and stated as follows: *"Images and/or text (as applicable) used under license from R-Biopharm AG."*

7.8 Reservation of the Right of Modification: R-Biopharm has the right to amend or delete the media content on Cavok at any time without prior notice or subsequent notification.

7.9 Use exclusively of current content: **Before using any content, the user must ensure that the content he/she wishes to use is still available on Cavok and is consistent with the most recent version.** To do this, the user should check the version number of the respective content. Once it is compiled and saved locally, the user is not entitled to use the content without first performing this check. If content stored locally is no longer available on Cavok or it is no longer current, the user must delete it immediately. In case of doubt, R-Biopharm AG must be contacted.

In the event of a culpable breach of the aforementioned obligation (to use only content currently available on Cavok and to check this prior to use), the user shall indemnify R-Biopharm AG against any and all third-party claims in this connection.

Any contributory negligence on the part of R-Biopharm will be taken into account.

Nationally applicable laws, established court practice and other rules and regulations must be observed whenever media content is used.

7.10 Useful Life: If the contractual relationship with R-Biopharm AG ends or if the user no longer distributes or markets any products/services of R-Biopharm AG, the user must delete all the media content without delay and permanently and destroy unused print material and confirm this in writing upon request by R-Biopharm AG.

7.11 Processing and Modification With the exception of adaptation to the respective method of presentation, processing and modifications such as, in particular, content amendments, distortions, color

adaptations, retouching or other changes are not permitted.

7.12 File Copies Where R-Biopharm has consented to editorial use, online publication or linking, the user shall send a file copy to R-Biopharma immediately without being asked to do so.

7.13 Use of Trademark: The name and trademark rights and rights to distinguishing marks of R-Biopharm AG may only be used with the latter's prior consent in text form (in particular for self-promotion purposes or naming as a reference). In the event of consent, the customer undertakes to comply with the design specifications of R-Biopharm AG and to use logos of the best possible quality and give them equivalent prominence to other logos displayed; distortions, color adaptations, retouching or other changes are not permitted. Consent may be revoked in text form at any time; it is not transferrable to third parties and will expire upon termination of the contractual relationship.

8. Code of Conduct

8.1 User agrees to comply with applicable law when using Cavok and to observe customary formalities. In particular, conduct that is sanctionable under criminal law such as racist remarks, false allegations or insults, infringement of data protection rights, rights to a name, trademark or copyrights is not permitted.

8.2 In the event of breach, the user's access may be blocked, also permanently, and/or his/her profile deleted.

9. Confidentiality

9.1 The user undertakes to observe confidentiality with regard to the Confidential Information of R-Biopharm, unless the parties have agreed otherwise in writing.

9.2 Confidential Information is any and all financial (in particular pricing information), technical, scientific, legal, fiscal information relating to the business activities of R-Biopharm AG or enterprises affiliated with it under corporate law pursuant to Section 15 AktG [German Stock Corporation Act], confidential know-how i.e. identifiable knowledge that is only accessible to a very limited group of people, can be objectively customized and has a commercial value, trade secrets within the meaning of Section 2 (1) GeschGehG [German Act on the Protection of Trade Secrets] and items provided for performance of the contract or samples of R-Biopharm AG and collaboration with R-Biopharm AG.

9.3 Exceptions are Confidential Information that is common knowledge at the time of disclosure or is made public thereafter without breaching the confidentiality obligation, was already in the possession of the user prior to receipt from R-

Biopharm AG, was lawfully disclosed to the user by a third party without an obligation of confidentiality, is or was created or obtained internally by the user independently and without recourse to Confidential Information or is approved for use in writing by R-Biopharm AG prior to disclosure if the user claims the presence of an exception and demonstrates that the conditions are met immediately after receiving the information through R-Biopharm AG.

9.4 Confidential Information shall only be disclosed on a need-to-know basis to persons within the user's company who accordingly undertake to maintain confidentiality. The user may only disclose Confidential Information to third parties if this is absolutely necessary to fulfil the distributor contract. The user undertakes not to disclose the News Bulletin and the information contained therein to third parties, in particular not to end-customers, without the prior consent of R-Biopharm AG.

9.5 If, due to a binding official or judicial order or mandatory legal provisions, the user is obligated to communicate Confidential Information of R-Biopharm AG to a court, government agency or another body, he/she may disclose the Confidential Information only as far as is strictly necessary, and only when he/she has informed R-Biopharm AG without delay beforehand in writing as regards the obligation to communicate and R-Biopharm AG has been given the opportunity to take measures to protect its Confidential Information. This does not apply if prior notification of R-Biopharm AG is impossible due to the nature of the measure.

9.6 User shall use safeguarding measures customary in the trade to protect Confidential Information from unauthorized disclosure, loss, destruction or use by third parties.

9.7 Reverse Engineering is not permitted.

9.8 R-Biopharm AG makes no warranty and/or guarantee that the Confidential Information provided is complete, correct or customary in the trade or can be used by the user for the contractual purpose.

9.9 Confidential Information shall remain the property of R-Biopharm AG; no license for use will be granted.

9.10 The confidentiality obligation is applicable for 2 years from the end of the license agreement.

9.11 The user is liable vis-a-vis R-Biopharm AG for any and all damage incurred as the result of culpable breach of the confidentiality obligation; in the event of an infringement in this connection, the user shall indemnify R-Biopharm AG against any and all third-party claims resultant herefrom. Any contributory negligence on the part of R-Biopharm will be taken into account.

10. Liability

10.1 R-Biopharm AG shall endeavor to ensure the trouble-free operation of Cavok, but makes no warranty or guarantee in this regard. It accepts no responsibility in particular for uninterrupted accessibility of Cavok, in particular also the trouble-free accessibility of the media content, or other faults. The operation of Cavok may be restricted or discontinued at any time, partially or temporarily, without giving reasons and/or prior notice. The same applies to the amendment or the deletion of content.

10.2 The content of Cavok is created with great care. R-Biopharm AG accepts no responsibility for the correctness, completeness or currentness of the content published on Cavok. R-Biopharm AG warrants and guarantees to the best of its knowledge and in good faith that no third-party rights have been infringed. There is no detailed check of the content for rights of third parties.

10.3 If R-Biopharm AG identifies or is informed by others that content of third parties that is hyperlinked gives rise to liability under civil or criminal law, it will examine this content immediately and if necessary delete the link immediately.

10.4 R-Biopharm AG has unlimited liability for any damage resultant from intentional or grossly negligent breach of duty, injury to life, body or health, breach of material contractual obligations (obligations that are material to achieving the contractual purpose and on whose compliance the other party to the contract may generally rely), in the event of delay where a fixed delivery date has been agreed, in the event of the assumption of a guarantee for quality or successful performance or assumption of acquisition risk and bases of liability mandatorily specified by law, in particular the German Product Liability Act [*Produkthaftungsgesetz*] and intent to deceive. In all other cases, liability for slight negligence shall be limited to damage that is typical and foreseeable for this type of agreement. The liability provisions set forth above also apply to the liability of the legal representatives, salaried staff and agents of R-Biopharm AG.

11. Data Protection

11.1 R-Biopharm AG will process the user's data exclusively within the framework of using Cavok and in compliance at all times with the requirements of the EU General Data Protection Regulation (EU GDPR) and of the German Federal Data Protection Act (BDSG new).

11.2 Normally the user's first and last name and e-mail address and, if applicable, the optional particulars under Paragraph 4.1 are processed in order to create the user account and use of the content provided in Cavok. If these data are disclosed to third parties, this occurs solely for the purpose of providing the system services.

11.3 Legal basis for the processing and provision of Cavok is the contractual relationship with the user as defined in Article 6 (1) (b) EU GDPR. and the

legitimate interest of R-Biopharm AG for the purposes of quality management as defined in Article 6 (1)(f) EU GDPR.

11.4 For information regarding the Data Controller, the rights of a user as Data Subject, and detailed information, see the R-Biopharm AG Privacy Notice on: <https://r-biopharm.com/de/datenschutzerklaerung/>.

12. Term of Contract and Termination

12.1 The license agreement is concluded for an indefinite period of time. It will end automatically without notice being required if the user changes employer.

12.2 The license agreement may be terminated at any time by either of the parties without giving reasons, giving four (4) weeks notice in text form.

12.3. The right to termination without notice for good cause remains unaffected. Good cause is constituted in particular if the user infringes these Terms of Use.

13. Compliance

The user shall not offer, promise or grant inducements and/or other advantages to employees and/or members of executive bodies of R-Biopharm and members thereof so that they are favored in competition or certain acts are performed or omitted. The same applies vis-à-vis third parties, in particular public bodies.

14. Compensation

The user is liable to R-Biopharm AG for any and all damage he/she incurs as the result of culpable breach of the Terms of Use, resultant from in particular but not limited to the unauthorized use of Cavok despite changing employer, or the use or disclosure of media content; in the event of any such infringement, the user shall indemnify R-Biopharm AG against any and all third-party claims resulting herefrom. Any contributory negligence on the part of R-Biopharm will be taken into account.

15. Miscellaneous

15.1 Any amendments and addenda to these Terms of Use must be in written form.

15.2 The license agreement and these Terms of Use are subject to German law, to the exclusion of conflict of laws rules and the United Nations Convention on the International Sale of Goods.

15.3 The place of jurisdiction for any disputes arising from and in connection with these Terms of Use is Darmstadt, Germany.

15.4 The German language shall be authoritative for the interpretation of the Terms of Use. The English version serves purely as a translation.