



General Terms and Conditions for the Use of the Marketplace "Timber Base" of Timber Base GmbH by Participants

1. Preamble

- 1.1. Timber Base GmbH, c/o Factory Works GmbH, Rheinsberger Str. 76/77, 10115 Berlin ("**Timber Base**" or "**we**") operates the Marketplace "Timber Base" ("**marketplace**") via its website <https://timberbase.com>. The Marketplace is an internationally oriented digital trading platform for the timber industry. The Marketplace enables independently acting entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) (each a "**participant**") to trade or buy and sell industrial timber products, e.g. sawn and pre-processed timber, construction timber and other sawn timber, logs, sawmill by-products or industrially manufactured timber products ("**Products**") among themselves ("Direct" model). Timber Base also acts as a buyer or seller of products to participants in the Marketplace ("Indirect" model).
- 1.2. The following General Terms and Conditions for the Use of the Marketplace by Participants ("**GTC**" or "**contract**") govern the contractual relationship between Timber Base and the participant (together the "**parties**") on the basis of which the participant registers for the marketplace and/or on the basis of which its products are entered in the marketplace ("**Entry**") and the participant may use the marketplace.
- 1.3. The participant acknowledges the validity of these GTC as the exclusive contractual basis for the use of the Marketplace. General terms and conditions of the participant shall not apply unless Timber Base expressly agrees to their validity. Deviating or contradictory terms and conditions therefore only apply if they have been recognised in writing by Timber Base.
- 1.4. Timber Base may offer the participant additional services, such as the provision of additional software or the organisation of logistics or payment services ("**additional services**"). Additional services may also be provided by third parties (e.g. external payment service providers or logistics service providers). Special conditions and prices may apply to additional services, which can be viewed in the Marketplace. Logistics services are provided by Timber Base exclusively based on the ADSp 2017 (German Freight Forwarders' Standard Terms and Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017)).
- 1.5. These GTC do not apply to consumers within the meaning of § 13 BGB German Civil Code.

2. Service content and scope

- 2.1. During the term of the contract Timber Base offers the participant the use of the Marketplace in the scope of functions available at the time on <https://timberbase.com> in accordance with this contract.

2.2. "Direct" model

- 2.2.1. Timber Base provides participants brokerage services and infrastructure to present their products for sale and purchase in accordance with the following conditions.
- 2.2.2. Participants can offer products for sale in the Marketplace to other participants as a fixed-price offer ("**product offer**") or as part of a bidding procedure with a minimum price ("**product auction**").

- 2.2.3. Timber Base is entitled to a commission in accordance with section 13 for the brokerage of an effective conclusion of a sales contract between two Participants on the purchase and sale of Products. Timber Base is also entitled to such commission for all subsequent contracts for the purchase or sale of Products concluded by the same Parties during the term of this contract within the meaning of clause 12 (irrespective of the manner in which they are concluded).
- 2.2.4. For post-contractual commission claims due to the brokerage of an ongoing business relationship by Timber Base, the provisions of Clause 14 shall apply.
- 2.2.5. The participant is responsible for the content of the product offers or product auctions created and made available by him/her as well as for the proper processing of the transactions initiated via the Marketplace, unless Timber Base has assumed individual performance obligations within the scope of additional services.

2.3. "Indirect" model

- 2.3.1. Timber Base buys or sells products from or to participants. In addition to these GTC, the provisions of **Annex 1 (Trading Conditions)** apply.
- 2.3.2. A purchase or sale of Participant's products may also take place within the framework of a Product Auction within the meaning of Clause 2.2.2.
- 2.4. Timber Base has the right to involve third parties for the fulfilment of the contract.

3. Contract for the use of the Marketplace

- 3.1. The use of the Marketplace by the participant requires the participant's registration which takes place on their own responsibility on our website.
- 3.2. The participant makes a binding offer to register and create an account by entering all the information requested in the Marketplace at <https://timberbase.com>. Therefore he/she selects a user name and password for his/her participant account ("**Login Data**") and clicks on the "sign-up" button ("**Registration Offer**"). The participant can cancel the process of registration at any time or change the information provided by deleting, adding or correcting the information provided in the various fields or by closing his/her web browser or tab.
- 3.3. The registration contract is concluded by Timber Base sending a confirmation of receipt of the offer for registration to the email address which the participant provided in the registration process ("**conclusion of contract regarding registration**") after receiving the offer for registration and checking the details and documents. This order receipt confirmation email constitutes acceptance of the registration offer by Timber Base and contains an activation link with which the participant can activate his account.

4. Product offers and product auctions

- 4.1. Product offers
 - 4.1.1. Participants who would like to sell a product ("**offer seller**") offer their products in their own responsibility via the fields provided for this purpose in the Marketplace. The product offer is not published until the participant effects publication by clicking on "Publish". In individual cases Timber Base also publishes a product offer for the offer seller according to his instructions and on his sole responsibility. Therefore, the rules of this section apply accordingly. The publication of a product offer constitutes an offer to other participants to submit a non-binding request ("**request**") about the availability of the product offer at the conditions specified in the product offer via the function of the Marketplace provided for this purpose. If the Offer Seller receives a request from a

participant who wishes to purchase a product ("**Offer Buyer**"), he/she checks the availability of the product.

4.1.2. "**Request confirmation**": After checking availability, the offer seller makes a binding offer to conclude a purchase contract on the terms and conditions stated in the product offer by clicking on "Confirm request" for the displayed product offer.

4.1.3. The agreement between the offer buyer and the offer seller is concluded if the offer buyer accepts the offer immediately after receipt of the enquiry confirmation via the "Accept" button provided for this purpose ("**conclusion of a contract on a product offer**"). The participant who has submitted the purchase offer will be informed.

4.1.4. The offer buyer and offer seller are solely responsible for the provision of the respective services owed. Within the scope of additional services, Timber Base or a third party (e.g. external payment service providers or logistics service providers) can optionally be commissioned in this regard in accordance with section 1.4.

4.2. Product auctions

4.2.1. The product auction held via the Marketplace is not an auction within the meaning of § 156 BGB German Civil Code. A contract of sale between a participant who wishes to sell a product by product auction ("**Auction Seller**") and a participant who wishes to purchase this product ("**Auction Buyer**") shall be concluded exclusively in accordance with the following provisions.

4.2.2. Auction products are entered by the auction seller on his own responsibility via the fields provided for this purpose (in particular term and minimum price) in the Marketplace. The product auction is only published when the participant causes it to be published by clicking on "Publish". In individual cases Timber Base also undertakes the publication of a product auction for the auction seller according to his instructions and on his sole responsibility. The rules of this section apply accordingly. The publication of a product auction constitutes a legally binding offer to conclude a purchase contract for this product at the price achieved for the highest valid bid within the term, taking into account the minimum price stated by the auction seller. In the event of premature termination of a product auction by the auction seller, Timber Base is entitled to charge a fee in accordance with the list of fees. The termination of an ongoing product auction is no longer possible after the submission of a first bid.

4.2.3. The auction seller sets the end date of the auction when setting up the product auction, whereby Timber Base is free to limit the selection of possible end dates. The product auction ends on the specified end date at the specified time.

4.2.4. An auction buyer may place one or more bids ("**Bid**") during the term of a product auction. The bid is placed by:

4.2.4.1. Entering the bid price: The auction buyer can use the input field to enter a price, provided it is higher than the current auction price.

4.2.4.2. Entering the maximum willingness to pay within the framework of our bidding agent (with the bidding steps indicated there), provided that the use of the bidding agent is offered within the framework of the product auction.

4.2.4.3. Press the colour-coded button (in the bidding steps indicated there).

4.2.4.4. Legally, a bid is a binding acceptance of the bid seller's offer to sell provided that no other participant submits a higher bid during the term of the product auction or that any available buy-it-now offer is accepted. A bid expires if a higher bid is placed or any available buy-it-now offer is accepted. If no higher bid is submitted and no available buy-

it-now offer is accepted, then, subject to the following paragraph, the purchase contract between the auction seller and the highest bidding auction buyer is concluded upon expiry of the term.

4.2.4.5. If the minimum price is not achieved, no effective purchase contract is concluded.

4.2.5. Timber Base reserves the right (but is not obliged) to cancel product auctions after the start and before the end of the auction (even if one or more bids have already been placed) if it becomes apparent that a product auction violates the provisions of these GTC or applicable law. If one or more bids have already been placed, no purchase contract is concluded between the auction seller and the auction buyer, even if the minimum price has been reached.

5. Contents presented in the Marketplace

5.1. Timber Base does not carry out a preliminary check of the information provided by participants or documents uploaded to the Marketplace, the specified search words and search word combinations as well as other media provided by the participant such as in particular videos, pictures, documents, product descriptions also by means of external links ("**content**"). In this respect, the participant is solely responsible for the published content of the entry. The participant is solely responsible for ensuring that the content relating to his/her company or product and his/her product offer or product auction is correct.

5.2. Timber Base is entitled to place advertising in the Marketplace.

5.3. The participant agrees not to post any content that violates the rights of third parties (e.g. personal rights, rights to one's own image, copyrights, trademark rights, etc.), otherwise violate applicable law (for example youth protection or data protection regulations) or which is criminal, discriminatory, violent or glorifies violence, obscene, insulting, sexist, racist, xenophobic, pornographic or clearly sexual or can be understood in this way ("**Prohibited Content**") in the Marketplace or use such prohibited content in connection with the Marketplace. Timber Base is entitled to immediately block or remove Prohibited Content in the Marketplace; the same applies if the participant is obliged to delete or block content due to a complaint by a third party, a court judgement or by authorities or law. If Timber Base decides to block or remove the published content, the participant concerned shall be sent a statement of the reasons for this decision by email at the latest at the time of its deletion.

5.4. The participant shall indemnify Timber Base against all claims asserted by third parties against Timber Base due to the infringement of their rights or due to legal violations on the basis of prohibited content in the Marketplace, insofar as the participant is responsible for these legal violations or infringements. In this respect the participant also assumes the reasonable costs of a necessary legal defence of Timber Base.

6. Environmental protection and sustainability

6.1. Each participant undertakes to offer only wood from sustainably managed sources on the platform. It is forbidden to offer products that violate applicable agreements and regulations for the protection of forests and against illegal logging (e.g. EUTR Regulation (EU) No. 995/2010) ("**Prohibited Products**") in the Marketplace.

- 6.2. Timber Base is entitled, in justified cases, to remove product offers or product auctions from the Marketplace or also to terminate the contractual relationship with participants who violate the aforementioned obligation not to offer prohibited products. If Timber Base decides to do so, the concerned participant will be informed about the reasons for the decision by email at the latest with the removal.
- 6.3. The participant shall indemnify Timber Base against all claims asserted by third parties against Timber Base on account of legal infringements due to prohibited products in the Marketplace, insofar as the participant is responsible for these legal infringements or violations. In this respect the participant also assumes the reasonable costs of a necessary legal defence of Timber Base.

7. Other Obligation

- 7.1. For the participant's communication with Timber Base, the participant shall provide an email address throughout the term of the contract, which the participant shall check regularly.
- 7.2. The participant is obliged to place all content intended for the purpose of publishing a product offer or a product auction, such as company data, product data, prices and necessary texts, images, links, etc., in the section reserved for him/her in the Marketplace and under his/her own responsibility. In individual cases Timber Base also undertakes the publication of a product offer or a product auction for the offer seller or auction seller according to his instructions and on his sole responsibility. The rules of this section apply accordingly.
- 7.3. The participant is obliged to ensure that the participant's website specified in the Marketplace is accessible and does not violate applicable law (including the obligation to provide an imprint) or other rights of third parties (copyright, industrial property rights, right to a name or similar) or offend common decency, and in particular does not contain any content that is criminal, discriminatory, violent or glorifies violence, obscene, insulting, sexist, racist, xenophobic, pornographic or clearly sexual or could be understood as such.
- 7.4. The participant is not permitted to register more than once with the same company.
- 7.5. The participant is obliged to keep his company data in the Marketplace (in particular data on the participant's contact and business information) up to date at all times.
- 7.6. The participant is obliged to provide Timber Base with his contact and business information so that Timber Base can ensure that the participant can be identified as the provider of the products in the legally prescribed manner in order to enable other participants to contact him quickly, directly and permanently. This includes, in particular, a complete imprint containing at least the full first and last name and address of the participant and, in the case of legal entities, the legal form and the authorised representative with full first and last name, the register in which the participant is entered and the corresponding register number, the VAT identification number and the email address, telephone and fax number. The imprint shall be easily recognisable, immediately accessible and permanently available.

- 7.7. The participant is obliged to ensure that his/her account is not made accessible to third parties and that all login data is protected against unauthorised access by third parties. The participant is responsible for all actions taken using the user name and password as if they were their own. This does not apply if the participant is not responsible for the misuse, in particular has protected the user name and password from access by third parties. The participant is obliged to inform Timber Base without delay if misuse of the password or account has occurred or becomes known to him/her or if he/she must fear that third parties have gained knowledge of the login data. As soon as Timber Base becomes aware of unauthorised use, Timber Base shall provide the participant with new login data. In individual cases Timber Base temporarily blocks the use of the Marketplace by the participant at its reasonable discretion in order to prevent further misuse. Timber Base will unblock the participant's use of the Marketplace when secure use is possible again.
- 7.8. The participant is obliged not to use the Marketplace for illegal or immoral purposes. The applicable laws, in particular copyright law, competition law, data protection law, criminal law, tax law, etc., must be observed in all use.
- 7.9. The participant is obliged to refrain from all measures that endanger or disrupt the functioning of the Marketplace and not to access or process data to which he/she is not entitled to access.
- 7.10. The participant is obliged not to upload any harmful computer programs, for example viruses, worms, Trojan horses or other harmful codes or malware to the Marketplace or to send them via the Marketplace.

8. Availability

- 8.1. Timber Base is obliged to operate the Marketplace with an availability of 97 % on an annual average and to make it accessible ("**availability rate**"). The first period relevant for the availability quota begins at the time of conclusion of the contract and ends at the end of the calendar month in which the contract is concluded. Subsequent periods relevant for the availability quota begins on the first of each calendar month and ends at the end of the calendar month in which the respective subsequent relevant period has begun.
- 8.2. Times when the participant cannot reach the Marketplace due to necessary care and maintenance work, as well as disruptions that are not within the sphere of influence of Timber Base, such as force majeure in particular, are not taken into account in the calculation of the availability rate.
- 8.3. As far as possible Timber Base informs the participant in text form about planned care and maintenance work in due time. However, Timber Base expressly reserves the right, if necessary, to also carry out unannounced care and maintenance work, in particular if this is necessary for data and operational security.

9. Rights of Use

- 9.1. The participant grants Timber Base a non-exclusive, locally unrestricted right of use for the term of the contract to use, reproduce, demonstrate, display and distribute all content provided, insofar as this is necessary for the fulfilment of Timber Base's contractual obligations under this contract. This includes in particular the right of Timber Base to edit provided content in such a way that it meets the technical requirements of the Marketplace when publishing entries and displaying the participant's products.
- 9.2. Timber Base accepts the granting of the rights of use.

- 9.3. For the avoidance of doubt, the granting of rights of use by the participant to Timber Base under this contract do not affect the participant's right to freely dispose of the Products and Product Information, in particular any logos, trademarks or written representations contained herein, provided that the rights granted to Timber Base are thereby fully preserved. In particular, the participant remains entitled to grant corresponding, non-exclusive rights to the products and product information to other trading partners.

10. Ranking Information

- 10.1. The sorting and placement of the published entries ("**ranking**") in the Marketplace is carried out according to the selection of the interested parties by categories, subject areas and the alphabet. No other ranking of the entries by Timber Base is carried out; the sorting and placement is purely random.
- 10.2. It is possible for the participant to influence the ranking of the published entries by paying a direct or indirect fee to Timber Base.

11. Use of Data

- 11.1. During the term of the contract, Timber Base has access to personal data from the participant's sphere. Further information on the categories of this personal data, the disclosure of personal data to third parties, and the scope and conditions of access can be found in the privacy policy.
- 11.2. During the term of this contract Timber Base has access to data of the participant which is not personal data within the meaning of the above Clause 10.1 ("**Other Data**").
- 11.3. During the term of this contract, the participant has access to the personal or other data which Timber Base has provided to the participant in connection with the use of the Marketplace and which was generated in the course of providing the Marketplace to the participant. Further information on the categories of this personal data, the disclosure of personal data to third parties and the scope and conditions of access can be found in the data protection declaration.
- 11.4. During the term of the contract, the participant shall also have access to personal or other data of other Participants if this is necessary for the performance of the contract.
- 11.5. In the event of termination of the contract, Timber Base has access to personal data of the participants insofar as this is justified under data protection law, for example to fulfil retention obligations. Further information on this can be found in the data protection declaration.
- 11.6. In the event of termination of the contract, Timber Base no longer has access to Other Data, in particular to the information provided or generated by the Participant for using the Marketplace.
- 11.7. In the event of termination of the contract, the Participant shall have no access to personal data of the Interested Party or the Participant, nor to Other Data.

12. Term of contract; termination

- 12.1. This contract begins with the creation of the account as part of the registration in the Marketplace and is concluded for an indefinite period.
- 12.2. The Parties may terminate this contract at any time with one month's notice to the end of a quarter.

- 12.3. Both Parties are entitled to extraordinary termination without notice if there is good cause for the terminating Party which, considering all circumstances of the individual case and weighing up the interests of both Parties, makes it appear unreasonable for the terminating Party to continue the contractual relationship until the expiry of the ordinary notice period. An important reason for termination exists for Timber Base in particular if
- a) the participant violates his or her obligations to cooperate,
 - b) the participant repeatedly and despite prior warning by Timber Base breaches essential contractual obligations, in particular presents content in the Marketplace or websites linked to it which breaches legal obligations or these GTC,
 - c) debt settlement proceedings or insolvency proceedings are opened against the participant or the opening of such proceedings is rejected for lack of assets, and
 - d) the published entry or advertised website of the participant violates laws or good morals, in particular contains criminal, discriminatory, violent or glorifying violence, obscene, offensive, sexist, racist, xenophobic or pornographic content, is clearly sexual or can be understood in such a way or is otherwise unreasonable due to its content, origin or technical form.
- 12.4. For the termination the text form is sufficient for both parties.
- 12.5. Payment obligations to Timber Base established in accordance with Clause 12 shall continue to exist even after an effective termination of this contract.

13. Commission, invoice due date, default of payment

- 13.1. The registration in the Marketplace is free of charge for participants.
- 13.2. Participants who have effectively concluded a purchase contract for a Product within the framework of the "Direct" model in accordance with clause 2.2 as an Offer Seller or auction seller with a Participant owe Timber Base a commission for the brokerage of the conclusion of the contract. The amount of the commission results from the respectively applicable price list, which can be viewed at <https://timberbase.com/pricing/>. This also applies if the purchase contract brokered by Timber Base is concluded after the termination of this contract. The claim to commission arises irrespective of the technical manner in which the purchase contract brokered by Timber Base is concluded (e.g. directly via the corresponding functions of the Marketplace, separately by email, verbally, by telephone or in text or written form).
- 13.3. Timber Base will issue a proper invoice to the participant. Unless otherwise agreed, the invoice amount shall be due on issue of the invoice and is payable without deduction, whereby invoices may be sent either by email or by post at the discretion of Timber Base. If the participant agrees to the invoice being sent exclusively by email, he/she simultaneously agrees that in this case a paper invoice is not owed. With the acquisition of the entitlement to commission Timber Base is entitled to payment of the entire invoice amount if partial payments have not been agreed. A refund of partial amounts does not take place.
- 13.4. In the event of default in payment, Timber Base is entitled to charge default interest at the statutory rate, without prejudice to statutory claims.

13.5. In the event of default in payment or other justified doubts about the solvency or creditworthiness of the participant, Timber Base is entitled, without prejudice to other rights, after setting a reasonable period of grace, to remove further product offers or product auctions from the Marketplace and to make the further execution of the contract dependent on the prior payment of all outstanding amounts and, if applicable, a reasonable advance payment. In the event of non-payment Timber Base is entitled to demand compensation for damages in a lump sum of 25 % of the order value in addition to the agreed order sum and lump sum reminder costs of € 10.00 for each reminder. The participant has the burden of proof for a lower damage.

13.6. The agreed prices are net plus the value added tax applicable at the end of the respective performance period.

13.7. The participant is only entitled to set-off and/or retention, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed.

14. Duty of notification, post-contractual commission

14.1. Participants are obliged to inform Timber Base of all contracts for the purchase and sale of Products which they conclude with other Participants outside the Marketplace during the term of this contract and for a period of two years from the termination of this contract if and insofar as the business relationship between the Participants has been established via the Marketplace ("**obligation to notify**").

14.2. If the Participant concludes purchase contracts for Products outside the Marketplace under the conditions specified in section 14.1, the Participant owes Timber Base a commission in accordance with section 13.2.

14.3. If a participant breaches the duty of notification, Timber Base is entitled to payment of a contractual penalty in the amount of EUR 5,000.00 for each case of breach of the duty of notification resulting from the above section.

15. Compensation and liability

15.1. Timber Base is liable for free services in accordance with the statutory provisions.

15.2. In all other respects Timber Base is liable without limitation for intent and gross negligence as well as for damage resulting from injury to life, body or health.

15.3. In cases of simple negligence, Timber Base is liable in the event of a breach of an essential contractual obligation. An essential contractual obligation within the meaning of this clause is an obligation the fulfilment of which makes the performance of the contract possible in the first place and on the fulfilment of which the participant may therefore regularly rely.

15.4. In the case of clause 14.3 Timber Base is not liable for lack of economic success, loss of profit and indirect damage.

15.5. The liability according to the above clause 14.3 is limited to the typical, foreseeable damage at the time of the conclusion of the contract.

15.6. In the case of 14.3, liability for damages due to loss of data shall be limited to the amount of the restoration of the data that would have been incurred even if the participant had backed up the data regularly and in accordance with the risk.

- 15.7. The limitations of liability apply accordingly in favour of the employees, agents, representatives and vicarious agents of Timber Base.
- 15.8. Any liability of Timber Base for guarantees given (which must be expressly designated as such) and for claims based on the Product Liability Act or applicable data protection laws remains unaffected.
- 15.9. Any further liability on the part of Timber Base is excluded.

16. Confidentiality and secrecy

- 16.1. The participant undertakes to treat confidential information and documents ("**confidential information**") of Timber Base which are either obviously to be regarded as confidential or have been designated as confidential by Timber Base as trade secrets and not to make them accessible to third parties. For the purposes of this contract, third parties shall also include affiliated companies in which the participant does not hold a majority of the capital and votes. The participant's employees as well as other third parties commissioned by the participant (including subcontractors and freelancers) shall be obliged accordingly.
- 16.2. Confidential information includes in particular the platform as well as all technologies of Timber Base, information provided by Timber Base in the context of support requests or cooperation for the purpose of troubleshooting, as well as this contract including its appendices. However, the rights of use granted by Timber Base remain unaffected.
- 16.3. The participant shall be entitled to disclose the Confidential Information made available to it to third parties if and to the extent that this is indispensable for the performance of this contract or the exercise of contractual rights or if this is mandatory for legal or regulatory reasons. In the event of requests from third parties, judicial or administrative authorities concerning the disclosure of confidential information, the participant shall inform Timber Base immediately in writing or in text form and support Timber Base in its efforts to prevent the disclosure of the confidential information.
- 16.4. The duty of confidentiality does not apply insofar as the confidential information was already known to the participant before disclosure by Timber Base, is generally known or becomes known through no fault of the participant, was developed by the participant himself/herself without access to the confidential information of Timber Base or is brought to the attention of the third party by a bona fide third party authorised to do so. The mandatory statutory duties of disclosure shall remain reserved. If the participant invokes one or more of the aforementioned reasons, it must substantiate them by submitting suitable evidence.
- 16.5. The duty of confidentiality shall commence upon knowledge of the Confidential Information and shall continue for the entire term of this contract and beyond for five years from termination or the end of the term of this contract, unless a longer duty of confidentiality is provided for by law. The participant warrants, to the extent legally possible, that the confidentiality obligations are also binding on its legal successors, assigns and affiliates.
- 16.6. During the period of this confidentiality obligation, confidential information must be returned immediately, undamaged and in full at the first request of Timber Base. Timber Base may also order that certain confidential information is to be destroyed, deleted or placed in safe custody and that the execution is confirmed in writing by the participant. The above provisions in this clause only apply insofar as this does not significantly impair the use of the contractual service in accordance with the contract.

16.7. Without prejudice to the above provisions, Timber Base is entitled to publicly name the participant as a reference customer in marketing materials (including websites), mentioning the full company name and using the company logo.

16.8. With the exception of clause 14.7, the above provisions do not establish any rights of use under intellectual property law. All rights of use granted under this contract shall remain unaffected by the above provisions.

17. Amendment of these GTC and the contractually agreed services

17.1. Changes to these GTC

17.1.1. Timber Base reserves the right to amend and update these GTC during the term of the contract with effect for the future. This also applies if the change is of a purely technical nature or necessary for process reasons, if compliance with applicable law is to be established by law or official order or if new products/services or individual elements of existing products/services are introduced or changed. Changes shall be announced to the participant in the Member Area prior to the planned entry into force and shall be made available on a durable data medium (e.g. email).

17.1.2. The proposed changes shall apply after the expiry of a reasonable period of time with regard to the nature and scope of the respective planned changes and their consequences. This period shall be at least 15 calendar days from the date on which Timber Base has informed the participants of the planned changes.

17.1.3. The aforementioned period does not apply if Timber Base (i) must make changes to the GTC due to legal or regulatory obligations in a manner that does not allow the aforementioned period to be met or (ii) in exceptional cases must change the GTC to avert an unforeseen and imminent danger in order to protect the platform, consumers or participants from fraud, malware, spam, breaches of data protection or other security risks.

17.1.4. The participant may waive the time limit pursuant to Clause 16.1.2 at any time after receipt of the notification of the planned changes to the GTC by written declaration or by a clear confirming act. The posting of new product offers or the product auctions in the Marketplace before the expiry of the time limit is to be regarded as a clear confirming act by which the time limit is waived, except in cases in which the reasonable and proportionate period for implementing the GTC changes is more than 15 calendar days. In these cases, the posting shall not automatically be considered as a waiver of the time limit.

17.2. Changes to the contractually agreed services

17.2.1. Timber Base reserves the right to extend, change or make improvements to the services provided under this contract if and insofar as this is necessary for a valid reason that was not foreseeable at the time the contract was concluded and this change does not shift the relationship between performance and consideration to the disadvantage of the participant. The changes must be reasonable for the participant.

17.2.2. A valid reason exists if new technical developments make a change in service necessary or if newly enacted or amended statutory or other sovereign requirements or a change in the highest judicial jurisprudence make a change in service necessary. Timber Base shall notify the participant of changes to the contractually agreed services in text form at least four weeks before they are to take effect ("**notification of change**").

17.2.3. Changes to the contractually agreed services are deemed to have been approved if the participant does not object to them before they take effect. Timber Base shall

specifically draw the participant's attention to this legal consequence in the notification of change.

18. Other

- 18.1. The contractual relations between Timber Base and the participant shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the uniform UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.2. The place of performance and jurisdiction for all disputes arising from the contractual relationship is Berlin.
- 18.3. Should one or more of the provisions made in these GTC be or become invalid or unenforceable or should these GTC contain a regulatory gap, the validity of the remaining provisions as well as the fundamental contractual relationship between Timber Base and the participant shall remain unaffected.

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