

## General Terms and Conditions of “atw – International Journal for Nuclear Power”

### A. General Terms and Conditions – in regard to atw subscription customers in particular

#### 1. General

a) These General Terms and Conditions (hereinafter referred to as “GTC”) apply to all contractual relationships concluded with INFORUM Verlags- und Verwaltungsgesellschaft mbH, represented by Managing Director Dr. Thomas Behringer, Robert-Koch-Platz 4, 10115 Berlin (hereinafter referred to as “INFORUM” or “the publisher”), for receipt of the journal “atw – International Journal for Nuclear Power” (hereinafter referred to as “atw”).

b) Conflicting or divergent terms and conditions of the customer shall not be recognized. Such recognition shall not be assumed even if the customer’s general terms and conditions have not been expressly contradicted in each individual case.

#### 2. Conclusion of the contract

Customers may order atw through the online shop at [www.KernD.de](http://www.KernD.de) or by using the order form (with the exception of individual issues). INFORUM accepts this offer by written confirmation and, in case of an order through the online shop, in electronic form. The details regarding our offers are subject to change.

#### 3. Performances and costs

The atw can be purchased as an individual issue, as an annual subscription, or as an atw digital annual edition (volumes of multiple years and single years) in the form of a DVD. The atw is an international technical journal, currently with nine issues per year, and reports about current developments and trends from all scientific, technical, economic, and political areas of nuclear energy and nuclear technology in the form of technical articles, background reports, interviews, and news.

##### a) Individual issues

The retail price in Germany and EU countries without VAT ID is currently 24.00 euros (including VAT, plus shipping). For EU countries with VAT ID and all other countries, the price is currently 22.43 euros (without VAT, plus shipping).

##### b) Annual subscription

The annual subscription fee in Germany and EU countries without VAT ID is currently 187.00 euros (including VAT, plus shipping outside Germany). For EU countries with VAT ID and all other countries, the price is currently 174.77 euros (without VAT, plus shipping). The subscription price must be paid in advance for the entire period for which the journal will be received. The customer may pay using the direct debit procedure or by invoice.

##### c) Digital edition

The subscription price of the DVD is currently 69.00 euros for individual annual volumes, 199.00 euros for five annual volumes and 799.00 euros for 60 annual volumes (including VAT, excluding shipping costs).

#### 4. Terms and conditions of payment

Unless stated otherwise on the invoice, the invoice amount can be paid by direct debit or by invoice and is due within 30 days from the invoice date without any deduction. The subscription price is to be transferred to the account stated on the invoice. In the event of late payment, INFORUM is entitled to terminate the delivery contract without notice after issuing a reminder and setting a grace period. The damage caused by delay, including the costs of reminders, shall be borne by the subscriber.

#### 5. Annual subscription price increase

a) INFORUM may increase the price of the annual subscription by written notice. If this increase causes the price to rise by more than the general cost of living (measured by the consumer price index), the customer has the option to cancel the subscription at the end of the subscription period within a period of one (1) month after notification of the price increase. The period begins when INFORUM informs the customer in writing about the price increase of subscriptions with calculation of the increase in the cost of living index.

b) The prepaid annual subscription price is guaranteed for the period of the advance payment and cannot be increased.

#### 6. Terms of delivery

a) Delivery for the annual subscription and Individual issues will be made with the next issue after receipt and confirmation of the order, unless a different delivery has been agreed. The digital version of the atw will be sent immediately after conclusion of the contract, with a maximum delivery period of seven (7) working days after INFORUM has sent written confirmation being applicable within Germany.

b) Delivery shall be made to the delivery address indicated by the customer. INFORUM should be notified immediately of any defects in delivery; any subsequent deliveries will then be made without delay.

c) The customer must inform INFORUM immediately of any changes in name or address. The customer is responsible for non-delivery of issues or the digital version resulting from the customer’s failure to notify us or late notification. The customer has no claim to free re-delivery or compensation for damages.

#### 7. Retention of title

The delivered goods remain the property of INFORUM pending final payment of all claims to which INFORUM is entitled from the customer.

#### 8. Contract period and termination

The minimum term of the annual subscription is twelve (12) months. It shall be automatically extended for an additional twelve (12) months if the customer has not given notice of termination in writing – by e-mail, by fax, or by postal mail – at least four (4) weeks before the subscription expires.

#### 9. Copyrights

a) The customer may use the content of atw for private purposes. Exploitation rights for commercial purposes are not granted. Exploitation rights for companies, research, and teaching can be granted explicitly and in writing in individual cases on request. The production of a copy for private purposes is limited to the customer’s own use. This means that making this copy publicly accessible for private or commercial purposes is prohibited. The rights of use granted shall only apply insofar as the customer observes the proprietary notices and renders the name and trademark without alteration.

b) With regard to the digital edition of atw, the following is not permitted in particular: forwarding to unauthorized third parties, processing, duplication, transmission, and/or storage on data storage devices of any kind for disclosure for third-party purposes, and complete use, use in part, or use of excerpts for commercial purposes or for the provision of commercial information, such as by creating and distributing print editions of the digital version.

#### 10. Liability

The statutory claims for defects exist without restriction. INFORUM does not assume any further guarantees. INFORUM is not liable for lost profits or other financial losses.

#### 11. Data privacy

INFORUM collects the customer’s data within the scope of the processing of the respective contract. INFORUM observes in particular the provisions of the General Data Protection Regulation (GDPR). Without the customer’s consent, INFORUM will collect, process, or use the customer’s inventory and usage data only to the extent that this is necessary for the processing of the contractual relationship and for recourse and billing. In particular, INFORUM will not use the data for advertising or for market or opinion research purposes without the consent of the customer. The customer has the option to be informed about the data stored about them at any time (e-mail to INFORUM at [info@nucmag.com](mailto:info@nucmag.com) with the subject “Personal data”).

For further details, please refer to the INFORUM [Privacy Policy](#) at [www.KernD.de](http://www.KernD.de).

Status as of: 8/30/2019

INFORUM Verlags- und Verwaltungsgesellschaft mbH

Robert-Koch-Platz 4 · 10115 Berlin · Phone: +49 30 498555-30 · Fax: +49 30 498555-18 · [info@KernD.de](mailto:info@KernD.de)

Chairman of the Supervisory Board: Dr. Joachim Ohnemus · Managing Director: Dr. Thomas Behringer · Place of business: Berlin · Register court: District Court Charlottenburg, HRB 88477 B

Value-added tax identification number: DE230112153 · Tax number: 37/464/20778

Bank details: Commerzbank AG, IBAN DE19 3708 0040 0244 8300 30, BIC DRESDEFF 370

**12. Online dispute resolution platform**

The European Commission provides a platform for out-of-court online dispute resolution at [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/). The online dispute resolution platform applies to disputes between companies and consumers. However, the online dispute resolution platform is not intended to replace court proceedings. Both INFORUM and the customer therefore continue to have the right to promptly seek enforcement of their rights before ordinary courts.

We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board unless there is a statutory obligation to do so.

**13. Final provisions**

**a)** Contracts between INFORUM and the customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction and place of performance is the place of business of INFORUM.

**b)** The remaining parts of the contract shall continue to be binding even in case of legal invalidity of individual provisions. In place of the invalid provisions, the statutory regulations, if any, shall apply. However, if this represents an unreasonable hardship for one of the contractual parties, the contract as a whole shall become invalid.

**c)** The customer may only offset or assert a right of retention with undisputed or legally binding claims. The customer is only entitled to a right of retention if the counterclaim is based on the same contractual relationship.

**14. Right of revocation**

The customer has the following legal right of revocation in case of conclusion of a subscription contract according to clause 3 b) or in case of order of the digital collection according to 3 c) of these GTC. Revocation of distance-selling contracts for the delivery of newspapers, journals, and magazines is excluded when it concerns the order of individual issues.

Revocation policy

You may revoke the conclusion of the contract without having to provide a reason within fourteen (14) days in writing (e.g., letter, fax, e-mail) or by returning the goods. The time limit shall commence upon receipt of these written instructions but neither before receipt of the goods by the consignee (in case of recurring deliveries of similar goods, not before receipt of the first installment delivery) nor before we have fulfilled our obligations to inform as defined in section 312c (2) of the German Civil Code (BGB) in conjunction with section 1 (1), (2), and (4) BGB Information Regulations and our obligations as defined in section 312e (1) (1) BGB in conjunction with section 3 BGB Information Regulations. Timely dispatch of the revocation notice or the goods shall be deemed sufficient for compliance with the revocation period.

The revocation should be addressed to:

INFORUM Verlags- und Verwaltungsgesellschaft mbH  
 Robert-Koch-Platz 4  
 10115 Berlin, Germany  
 E-mail: [info@nucmag.com](mailto:info@nucmag.com)  
 Fax: +49 30 498555-18

Consequences of revocation:

In the event of an effective revocation, the performances received by both parties are to be returned along with surrender of any utilization made thereof (e.g. interest). If you are not able to return or surrender to us the received performance or utilization (e.g., usage benefits) or can do so only partially or only in a deteriorated condition, compensation for the difference in value must be rendered to us. This may mean that you will still have to fulfill your contractual payment obligations for the period until revocation. For the deterioration of the goods and for utilization made thereof, you are only required to pay compensation if the utilization or the deterioration can be attributed to handling the goods that exceeds the evaluation of properties and functionality. The term "evaluation of properties and functionality" refers to the testing and trial of the respective goods as is possible and customary in a retail shop, for example.

Goods consignable as parcel shipments shall be returned at our risk. You are responsible for covering the regular cost of the return shipment if the delivered goods are as ordered and if the price of the goods to be returned is less than 40 euros or in case of a higher price if you have not yet provided counterperformance or a contractually agreed partial payment at the time of the revocation. Otherwise, the return is free of charge for you. Goods that are not consignable as parcel shipments shall be collected from you. Obligations to refund

payments must be fulfilled within 30 days. The period begins for you with dispatch of your declaration of revocation or dispatch of the goods. It begins for us with their receipt.

Special notes: Your right of revocation concerning services lapses prematurely if the contract has been completely fulfilled by both sides at your express request before you have exercised your right of revocation.

End of revocation policy

<p><u>Sample revocation form</u>                  (If you want to revoke the contract, please fill out and return this form)</p>
<p>To                  INFORUM Verlags- und Verwaltungsgesellschaft mbH                  Robert-Koch-Platz 4                  10115 Berlin, Germany                  E-mail: <a href="mailto:info@nucmag.com">info@nucmag.com</a>                  Fax: +49 30 498555-18</p>
<p>I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)</p>
<p>ordered on (*)/received on (*) _____                  Name of the consumer(s) _____                  Address of the consumer(s) _____</p>
<p>Signature of the consumer(s) (only in case of submission on paper) _____                  Date _____</p>
<p>(*) Delete as applicable.</p>

## B. General Terms and Conditions for Authors

In addition to the regulations in part A, the regulations in part B apply to authors.

1. **Scope**
    - a) The following General Terms and Conditions for Authors apply to all cooperation between INFORUM and the authors of atw.
    - b) The above General Terms and Conditions (part A) shall continue to apply without restriction in accordance with the General Terms and Conditions for Authors.
    - c) An author is someone who provides an article (hereinafter referred to as "the work") for publication in atw which is expressly accepted for publication by INFORUM.
  2. **Granting of rights**
    - a) The author grants INFORUM a basic, transferable right to reproduce and distribute the work (publishing right) for all print editions, physical electronic editions and circulations, including online issues, without restriction on quantity and for all language versions, without limitation of geography or content, for the duration of the statutory period of protection and any extensions of the period of protection.
    - b) The author grants INFORUM the following basic, transferable, and geographically unlimited ancillary rights for the duration of the principal right according to paragraph a):
      - aa) The right to reproduce and distribute the work in all book forms for all circulations and editions, in particular as hardcovers, softcovers, chapbooks, book club editions, textbooks, deluxe editions, paperbacks, large print editions, microscopy editions, loose-leaf editions, and reprint editions, and the right to include the work in all types of collections;
      - bb) The right to issue special editions, that is, the right to reproduce and distribute the work in all book forms for all editions and as special editions for the standard product range and/or for individual buyers outside the standard product range book trade (industry editions), and so on;
      - cc) The right to full or partial preprinting and reprinting, also as serialized printing in newspapers and magazines as well as in non-periodic printed works and advertising and press materials related to the work;
      - dd) The right to translate the work into other languages or dialects, the right to adapt or otherwise alter the work, including adaptation into Braille, and the right to use the resulting adaptation in any of the ways contractually provided for;
      - ee) The right to use the work together with other works or other adaptations of the author's works for one of the types of use specified in this contract in the form of a complete edition;
      - ff) The right to reproduce and distribute the work or parts thereof using digital storage and reproduction media, regardless of technical equipment and including all digital and interactive systems (e.g., CD-ROM, CD-il, e-book, and any other form of electronic publishing);
      - gg) The right to make the work wholly or partially available to the public by radio, such as audio or television broadcasting, satellite broadcasting, cable broadcasting, or similar technical means;
      - hh) The right to import and store the work in whole or in part in electronic databases, electronic data networks, telephone services, and so on, and to transmit it to a large number of users by means of digital or other storage and transmission technology, in particular within the scope of "on-demand" services, in such a way that they can receive the work or parts thereof on demand of the individual (using push and pull technologies in particular) on short notice by means of a television, computer, mobile telephone, and/or other devices, including all transmission paths (cable, radio, microwave, satellite) and all methods (GSM, UMTS, etc.) and including all protocols (e.g., TCP-IP, IP, HTTP, WAP, HTML, etc.). This also includes the right to enable interactive use by the user of the work or parts thereof within the scope of the types of use mentioned in this contract, that is, individual editing, abridging, alienation, redesign, and other changes in particular – possibly in connection with other works;
  - c) If the author is granted an author's fee under a separate agreement, INFORUM shall be granted an exclusive right of use in accordance with paragraphs a) and b) of this clause.
  - d) INFORUM may transfer the rights granted to it under this contract in whole or in part to third parties without the consent of the author.
  - e) With lapsing of the principal right according to paragraph a), the right of INFORUM to exercise or transfer ancillary rights according to paragraph b) shall end. However, the license agreements concluded by INFORUM within the scope of the ancillary rights granted by this contract remain valid in the event of termination of the contract – regardless of legal grounds – with the proviso that the rights to which INFORUM is entitled from you are transferred to the author.
3. **Warranty**
    - a) If there is a risk of a violation of rights, especially personal rights, with regard to the depictions of persons and events contained in the work, the author will inform INFORUM of this in writing upon delivery of the advance copy. If the author fulfills this obligation in full, INFORUM shall bear the costs of any necessary legal defense. INFORUM will support the author if a claim is made against the author for such violations, and the author agrees to cooperate in defending INFORUM against such claims. The author also assures that their work does not infringe other rights of third parties.
    - b) The author further affirms that they are the sole and unrestricted owner of the rights to the work mentioned in clause 2 of this contract and that they have not yet made any disposition contrary to this contract and will not do so in the future. In this respect, the author fully indemnifies INFORUM from all claims of third parties.
  4. **Rights and obligations of INFORUM**
    - a) INFORUM takes over publication and distribution of the work at its own expense.
    - b) Layout of the work, the font size, the arrangement of texts and/or images, the number of copies published, the delivery date, the retail price in stores, and promotional measures are determined by INFORUM alone.
    - c) The final title of the work is determined by agreement between the author and INFORUM, with INFORUM having the right to make the final decision in the event of differences of opinion. However, the author is entitled to object to the ultimate decision of INFORUM if their personal rights would be violated. Proof of violation of personal rights is the responsibility of the author.
    - d) INFORUM makes the decision regarding the edition of atw in which the work will be published.
  5. **The advance copy**
    - a) The author shall provide INFORUM with a complete, reproducible copy that is ready for typesetting. It must be submitted to INFORUM six weeks before the publication date.
    - b) INFORUM must declare its acceptance in writing within two weeks after delivery of the copy at the latest. INFORUM is entitled to refuse acceptance, stating the relevant reasons, if the copy does not comply with the agreements made on the content and form of the work. In this case, the author shall carry out the changes deemed necessary by INFORUM without additional remuneration and within a reasonable period of time, taking into account the deadlines set by INFORUM and the intended publication in particular, and shall submit the copy again for acceptance.
    - c) The author consents to a review and, if applicable, editing of the copy by INFORUM with regard to uniform design.
    - d) In addition, INFORUM is entitled to edit the copy and the work, in particular to make changes, deletions, and/or additions, to the extent necessary for exploitation of the rights granted in accordance with clause 2 of this contract while respecting the author's personal rights.

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#### 6. Typesetting and corrections

- a) The typeset copy is initially corrected by INFORUM or a third party commissioned by INFORUM. After initial correction has been carried out, the author will be sent a clearly legible proof copy.
- b) The author is obliged to correct this proof copy immediately after receipt free of charge and to return it with the note "ready for printing". If the author does not declare that the proof copy is ready for printing within a period of five working days from the date of delivery of the proof copy to the author, the parties will deem the proof copy to be "ready for printing".

#### 7. Fee

- a) If a fee has been agreed in a separate author contract, it will be credited and paid after the author has issued an invoice.
- b) With payment of the fee, all financial claims of the author against INFORUM from the present contract are settled. This also applies to the reimbursement of expenses, such as travel expenses, unless a separate written agreement is made in this regard.
- c) Copies obtained free of charge may not be resold. There is no fee entitlement for them.

#### 8. Promotion

- a) As part of promotion of the work, the author consents to publication of their image.
- b) The author undertakes to communicate and coordinate with INFORUM in regard to requests for public appearances, interviews, or similar announcements in connection with the work.

#### 9. Author's name, copyright notice

INFORUM shall identify the author as the author of the work in an appropriate manner and, when concluding license agreements, shall also impose a corresponding obligation on third parties, unless such identification is dispensable under clause 5 d) of this agreement because a third-party editor is to be regarded as the sole author.

#### 10. Death of the author

If the author dies, INFORUM's obligations under these regulations shall continue to apply to the heir designated by certificate of inheritance. If there are several heirs, they must name a joint authorized representative to INFORUM. Until such time as the heirs are named, the rights of the heirs under this contract shall be in abeyance.

## C. General Terms and Conditions for Advertising Customers

In addition to the regulations in part A, the regulations in part C apply to authors.

- 1. Scope**
  - a) The following General Terms and Conditions for Advertising Customers apply to all cooperation between INFORUM and the private and commercial users of atw's advertising area (hereafter the "customer") and to all use by the customer of the performances offered by atw in this area.
  - b) The above General Terms and Conditions (part A) shall continue to apply without restriction in accordance with these General Terms and Conditions for Advertising Customers.
  - c) Any terms and conditions of the customer that are contrary to or that deviate from these General Terms and Conditions shall not apply.
- 2. Conclusion of contract**
  - a) By transmitting the data for the advertisement to [info@nucmag.com](mailto:info@nucmag.com), the customer makes an offer to INFORUM to conclude a contract for temporary inclusion and provision of the content for publication in atw. INFORUM may decide to accept this offer at its own discretion. The advertising contract is concluded by INFORUM accepting the offer by publishing the advertisement in atw or by prior express confirmation of acceptance. Written reservations with specification of the desired issue are possible. Cancellation of the reservation is possible up to 30 days before the publication date. After that, the reservation is considered a chargeable booking.
  - b) The decision to publish the advertisement is at the discretion of INFORUM. That means INFORUM is entitled at any time to refuse to publish advertising content without giving reasons. In particular, INFORUM reserves the right to review the text of advertisements for their content and to refuse to publish them if the content of the advertisement violates statutory or official prohibitions or is offensive to common decency or if publication is unreasonable for other reasons.
- 3. Prices and billing**
  - a) For advertisements that appear in the print object atw, the atw Media Information applies.
  - b) Accounts are settled through the issuance of an invoice. The invoice will be sent to the customer after performance has been rendered. In the case of multiple publication dates within the scope of an offer form, the date of the first publication is deemed to be the date of performance and thus is the basis for invoicing. The remuneration to be paid shall be due for payment upon issuance of an invoice.
  - c) The customer will receive a receipt with all relevant data about the placement of their advertisement by e-mail before their advertisement is placed. This message is only an acknowledgment of receipt of their order and is not yet a declaration of acceptance by INFORUM.
- 4. Obligations of the customer**
  - a) The customer is solely responsible for timely and complete provision of the advertisement data texts and other content.
  - b) The customer undertakes that the content and text of advertisements released by them for publication are complete and carefully selected and that they correspond to the truth. The customer is obliged to provide all information needed by a future contractual partner in their advertisement.
  - c) The customer is obliged not to publish any advertisement content that violates existing statutes (especially those of criminal law, antitrust law, copyright law, etc.) or infringes the rights of third parties (especially rights to a name, personal rights, trademark rights, etc.). The customer shall fully indemnify INFORUM from any claims of third parties that are asserted due to the content of a published advertisement and shall bear the reasonable costs incurred by INFORUM for necessary legal representation.
  - d) The customer is liable for ensuring that any files transmitted are free of viruses. INFORUM may delete files with viruses without the customer being entitled to any claims.
- 5. Liability for the content of advertisements**

INFORUM is not obliged to check advertisement content for its legal admissibility and for possible infringement of third-party rights. If advertisement texts or other transmitted data have illegal or inappropriate content, infringe the rights of third parties, and/or violate these General Terms and Conditions, INFORUM has the right to remove individual items of content or individual passages of the advertisement text from the advertisement without prior notice.
- 6. Data privacy**

Through the act of sending data, the customer expressly agrees to electronic data processing of this data. The customer has the right to revoke their consent at any time with effect for the future. The customer is also entitled, after written or electronic notification to INFORUM, to inspect the existence and scope of their stored data. Apart from that, the provisions of part A, clause 11 shall apply.
- 7. Warranty**
  - a) INFORUM is neither a party nor a representative of a party or an intermediary of the transactions that may be concluded between customers. INFORUM assumes no responsibility for the initiation, conclusion, and execution of contracts between them.
  - b) In the event of incorrect publication of the advertisement for which INFORUM is responsible, the customer is entitled to a reasonable reduction in payment or to publication of an error-free replacement advertisement. If the replacement advertisement is again faulty or if INFORUM allows a reasonable period of time set for it to publish the replacement advertisement to elapse without result, the customer may withdraw from the advertising contract or reduce their payment.
  - c) If the advertising contract is a mutual commercial transaction, the customer is obliged to inspect the advertisement placed for correctness and completeness immediately after its first publication and to notify INFORUM immediately of any defects. Obvious defects must be reported immediately after first publication, and defects that are only possible to be detected or which are concealed must be reported immediately after their discovery. If inspection and/or reporting of defects is not carried out in good time, the advertisement shall be deemed to have been approved without defects.
  - d) In all other cases, the customer is obliged to declare complaints immediately after they have the opportunity to take note of them, except in the case of non-obvious defects.
- 8. Liability**
  - a) The advertisement texts published by INFORUM are third-party content for which INFORUM is not responsible. The customer is solely responsible for the content of the advertisement, in particular for its correctness and legal admissibility.
  - b) The liability of INFORUM is excluded except when there is intent or gross negligence on the part of INFORUM or its legal representatives or its vicarious agents, when a contractually guaranteed characteristic is missing, or when an essential contractual obligation has been violated. If an essential contractual obligation has been violated, the liability of INFORUM is limited to the foreseeable damage that is typical for the contract.
- 9. Revocation**

If the customer is a consumer, they can revoke their order according to section 312b of Germany's Civil Code (BGB). The revocation must be declared to INFORUM (in a letter, fax, or e-mail, for example) within fourteen (14) days. Timely dispatch is sufficient to meet the deadline. The revocation period begins only after the consumer has been informed in accordance with section 2 of Germany's Distance Selling Act and after they have been informed about their right of revocation, but not before the day of the conclusion of the contract. The right of revocation lapses when INFORUM has started to perform the service with the consent of the customer. The revocation policy stipulations of part A, clause 14, of this agreement apply.

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