

## Terms and conditions for the production of learning content or other multimedia products by XU Group GmbH

XU uses three related sets of rules:

- (i) the General Terms and Conditions for Businesses ("General Terms and Conditions for Businesses"),
- (ii) the contractual terms and conditions for the production of learning content or other multimedia products ("Contractual Terms and Conditions for the Production of Learning Content or Other Multimedia Products of XU Group GmbH") and
- (iii) the General Terms of Use and Licensing for the XU Platform ("General Terms of Use and Licensing for the XU Platform").

The General Terms and Conditions for Businesses form the general framework for all B2B contractual relationships; individual agreements between the parties and other XU regulations always take precedence. The Content Terms supplement the General Terms and Conditions for Businesses specifically for production projects (including the "Concept – Storyboard – Design/Media" phases), including acceptance, due dates, and rights to productions. The Platform Terms govern the temporary provision and use of the XU platform; Part A applies to users, Part B to business customers.

Insofar as special contractual conditions (content or platform conditions) deviate from or contradict the General Terms and Conditions for Companies, the special provisions shall take precedence. In case of discrepancies between the English and German versions of the terms and conditions, the German version always takes precedence.

### 1. Subject matter and content of the contract, cooperation

- 1.1. These "Contractual Terms and Conditions for the Production of Learning Content or Other Multimedia Products" (hereinafter also referred to as the "Contractual Terms and Conditions") apply to the production or processing of, among other things texts, presentations, videos, podcasts, interactive content, assessments, and other digital formats, hereinafter also referred to as "production," by XU Group GmbH (hereinafter also referred to as the "Contractor") for the Contractual Partner (hereinafter also referred to as the "Client").

The specific scope of services is based on the individual agreement and service description agreed between the parties, which is an integral part of the contract and describes in detail the scope of services to be provided by the Contractor.

These contractual terms and conditions apply analogously to subsidiaries of XU Group GmbH, such as XU Exponential Game Changers GmbH.

- 1.2. Unless the parties have made other individual contractual agreements, the provisions of these contractual terms and conditions shall apply to the legal relationships between the parties in connection with the creation of the production. The contractual terms and conditions are available at <https://xu.de/geschaeftsbedingungen/> or <https://xu.de/en/legal/> and will be sent to the client by the contractor at any time upon request. These contractual terms and conditions and the contractor's general terms and conditions are also referred to collectively in these contractual terms and conditions as the "General Contractual Terms and Conditions of XU Group GmbH."
- 1.3. The client is aware that the development and manufacture of the production require intensive cooperation between the parties. In the interests of a structured production process, the client shall, if necessary, immediately after conclusion of the contract, appoint a project manager and a deputy who shall be responsible for the implementation of the project and shall have full authority to make all decisions and shall have all the necessary information and expertise relating to the production. The contractor shall be notified immediately of any changes in the person of the project manager or his deputy.

- 1.4. Unless otherwise agreed, production shall take place in three phases: "Concept/knowledge model" (hereinafter also referred to as "concept"), "storyboard" (hereinafter also referred to as "storyboard") and "final design and media" (hereinafter also referred to as "design") of the production. The respective phases are completed or finalized for the client by means of approval or acceptance (hereinafter also referred to as "approval" or "acceptance").

## **2. Concept**

- 2.1. After conclusion of the contract, the contractor shall develop a concept based on the service description agreed between the parties and in consultation with the client, which shall form the basis for production and specify the further scope of services. Unless otherwise agreed, the contractor is only obliged to create and submit a concept in this regard.
- 2.2. The concept developed by the contractor shall be submitted to the client for approval.  
If the client does not notify the contractor in writing, e.g. by email, of any defects in the concept within ten working days of its submission, the concept shall be deemed to have been approved and accepted by the client and shall thus be considered complete.
- 2.3. If the concept does not contain any defects or if these are not reported within the specified period, the contractor shall not be obliged to take into account and incorporate any change requests made by the client.

If the contractor nevertheless subsequently incorporates the client's change requests into the concept already submitted to the client, the contractor shall resubmit the modified concept to the client for approval.

The provisions of the above section 2.2. of these contractual terms and conditions shall apply accordingly. In this case, the contractor may make the consideration and incorporation of the client's change requests dependent on the payment of additional remuneration (see section 8.3. of these contractual terms and conditions).

- 2.4. If the client rejects the concept in the modified version that takes the client's requests into account more than three times in a row, the contractor shall be entitled to withdraw from the contract and to demand pro rata remuneration amounting to 20% of the total remuneration for the services rendered during the concept phase, whereby the contractor is permitted to prove that the appropriate remuneration in the specific case is significantly higher, while the client is permitted to prove that the appropriate remuneration in the specific case is significantly lower than the above lump-sum remuneration. The provisions of this Section 2.4 of these contractual terms and conditions shall also apply if the contractor has invoiced the client for the consideration and incorporation of the client's change requests to these contractual terms and conditions as additional services.

## **3. Storyboard**

- 3.1. After acceptance of the concept, the contractor shall develop a storyboard based on the service description agreed between the parties in consultation with the client. The storyboard is an extended version of the concept and contains complete text scripts, the layout, and the definition of the formats used for the learning content. Unless otherwise agreed, the contractor is only obliged to create and submit a storyboard. For the further work steps, the conditions according to 2.2. to 2.4. for the concept apply analogously to the storyboard.
- 3.2. See 2.2.
- 3.3. See 2.3.  
The following applies: The storyboard is based on the approved concept. If the client expresses change requests that contradict the already approved concept, a corresponding change is only owed upon payment of an additional fee.

#### 4. Design and media

- 4.1. After acceptance of the storyboard, the contractor develops a design based on the service description agreed between the parties in consultation with the client. The design is a final copy of the previously approved storyboard: with interactive infographics and multimedia elements that are produced, developed, and designed in accordance with the style guide and corporate identity of the project. Unless otherwise agreed, the contractor is only obliged to create and submit a design.  
For the further work steps, the conditions in 2.2. to 2.4. for the concept apply analogously to the design.
- 4.2. See 2.2.
- 4.3. See 2.3.
- 4.4. See 2.4.

#### 5. Production or video production in the studio or other locations

- 5.1. In cases where videos featuring the client's experts are required as part of the learning content, these will be defined by the XU production team during the storyboard creation phase and agreed upon as part of the storyboard approval (Part 3 of the contract).  
In this case, the client is responsible for identifying the expert(s) and ensuring, in accordance with XU's media production guidelines, that the expert(s) are available within the specified production timeframe (two weeks during the media design phase).
- 5.2. The contractor will coordinate the necessary production dates, shooting dates, and locations (one shooting day corresponds to eight hours) with the client. As a rule, production takes place virtually without the physical presence of participants.  
If this is not possible for reasons within the client's sphere of influence, the contractor shall immediately propose three alternative dates to the client after this period has expired, requesting that one of the proposed dates be accepted within a period of two weeks and announcing that it will terminate the contract if such acceptance is not declared within the specified period. If the client does not accept the three alternative dates offered again within two weeks, XU may terminate the contract for good cause after setting a reasonable final deadline and demand the agreed remuneration, less any expenses saved or other income earned. Flat rates remain rebuttable; XU shall disclose flat-rate cost components in a transparent manner.
- 5.3. The client may postpone/cancel shooting dates with reimbursement of costs for external services that cannot be postponed. The following flat rates apply, unless the contractor can prove higher costs or the client can prove lower costs:
  - >30 calendar days: Reimbursement of actual, non-cancellable third-party/advance payments, no flat-rate surcharge.
  - 30–15 calendar days: 25% of the production costs budgeted in the offer plus non-cancellable third-party services.
  - 14–7 calendar days: 50% of the budgeted production costs plus non-cancellable third-party services.
  - < 7 calendar days: 70% of the budgeted production costs plus non-cancellable third-party services.
  - On the day of shooting: 85% of the budgeted production costs plus non-cancellable third-party services.The contractor shall transparently disclose flat-rate cost components (personnel, studio, technology, external services, travel) in the final invoice; the client may claim lower costs by providing suitable evidence.
- 5.4. If a person/expert/employee/actor provided by the contractor for the shooting day is unable to participate within the specified deadlines (sections 5.1. and 5.2.) despite timely appointment proposals, or if the appointment has been canceled (section 5.3.), XU shall be entitled to replace the person/expert/employee/actor with an alternative solution with binding effect.
- 5.5. The travel expenses or travel allowance of the contractor for a video production shall be borne by the client.

## **6. Completion of production and deadlines, due dates, and payment terms**

- 6.1. The contractor shall provide or transmit the finished production to the client in the contractually agreed form and format within the agreed time. Unless otherwise agreed, this shall be done via an internal link that allows the production to be accessed online.
- 6.2. As soon as the contractor realizes that binding deadlines cannot be met for reasons for which it is not responsible, which were unforeseeable and which cannot be avoided even with reasonable effort, it shall inform the client immediately and at the same time notify it of the expected new deadline. If the service is not possible within the new deadline for reasons for which the contractor is not responsible, which were unforeseeable and which cannot be avoided even with reasonable effort, the contractor shall be entitled to terminate the contract extraordinarily. The contractor shall inform the client immediately of the existence of such reasons. Unless otherwise agreed in individual contracts, the following payment terms shall apply to remuneration and shall take precedence over the other terms and conditions:
- 6.3. 50% of the agreed total remuneration shall be due upon signing the contract and starting the project; payable within 14 calendar days of the invoice date.
- 6.4. 30% upon completion and handover of the storyboard and the design and media basics in accordance with Sections 3 and 4 of these GTC; payable within 14 calendar days of the invoice date. XU is only obliged to commence production in accordance with Section 5 of these GTC after full payment of this installment has been received.
- 6.5. 20% upon delivery of the final acceptance version in accordance with Section 6 of these GTC; payable within 14 calendar days of the invoice date.
- 6.6. The invoice amount is calculated from the sum of the prices of the individual services in the billing period and other components agreed for the price calculation. Unless otherwise agreed, invoices are payable without deductions to the account specified by the contractor in the invoice within 14 days of the invoice date. The date of receipt of payment by the contractor shall apply. If the payment is not credited in time, the client shall be in default of payment without the contractor having to issue a reminder and/or set a deadline. In the event of default of payment by the client, the contractor is entitled to withhold further performance until the customer/client has made all outstanding payments or provided appropriate security. The contractor also has the right to refuse performance if, after conclusion of the contract, it becomes apparent that the contractor's claim for payment is jeopardized by the client's inability to pay.
- 6.7. Any rights transferred by the contractor to the client or rights of use granted to the client shall be deemed not to have been transferred or granted for the duration of the default; the effects of any transfer of rights/granting of rights of use to the client shall be suspended in this respect. Bank charges shall be borne by the client. Unless expressly agreed otherwise, payments shall be made by bank transfer in euros. Unless otherwise agreed, any ownership and rights of use to items to be delivered shall remain reserved until all current and future claims of the contractor arising from the contract and an ongoing business relationship have been fulfilled in full; any transfer of rights or granting of rights of use shall be subject to a condition precedent until full payment of the remuneration.

## **7. Acceptance of production**

- 7.1. XU shall provide the client with the agreed (partial) service in accordance with the project phases (in particular concept/knowledge model, storyboard, design/media, and final production) as an acceptance version and shall request the client to accept it in writing. The client shall review the acceptance version within ten (10) working days and declare acceptance in writing or refuse acceptance, specifying at least one obvious defect; obvious defects shall be reported as completely as possible and bundled in an acceptance report. If neither a declaration of acceptance nor a refusal of acceptance specifying at least one defect is made within the review period, the respective (partial) service shall be deemed accepted (§ 640 (2) BGB).
- 7.2. Acceptance cannot be refused on the grounds of minor defects. A defect is considered significant if it significantly impairs the suitability for the agreed purpose; this may relate to functional, technical, copyright, quality, or conceptual aspects.

- 7.3. Obvious defects must be reported to the contractor once, completely and comprehensively within ten days. Defects that were not apparent during proper inspection ("hidden defects") must be reported in writing immediately after discovery.
- 7.4. After acceptance of the production, the client will receive the final production via a link where the production is stored in the contractually agreed format. The contractual integration of the production into the contractor's booked XU platform (also known as: "**Learning Experience Platform, Online Education and Exchange Platform**," "XU School") corresponds to this format. If a separate link for downloading the production is agreed upon by the client, the link shall be active for at least 30 days. In the event of default of acceptance (e.g., repeated missed deadlines without sufficient reason), the contractor may, after giving notice, claim reasonable default costs such as storage/retention or appointment repetition costs.

## **8. Rights and rights of use**

- 8.1. All rights to the format, raw video material, concept, storyboard, design, and intermediate products and results remain with the contractor.
- 8.2. Unless otherwise agreed, the production is intended for online use. Consequently, all rights of use necessary to fulfill this purpose remain with the contractor. In this respect, the client grants the contractor the right to incorporate the client's trademarks, logos, etc. into the production and to use the production as described above.
- 8.3. The contractor grants the client, subject to the condition precedent of full payment of the agreed remuneration, including remuneration for any agreed additional services and expenses limited to the term of this contract, simple (i.e., non-exclusive) rights of use to the production for contractual use.
- 8.4. The above provisions shall also apply in the event and to the extent that the production is not a protectable service.
- 8.5. The contractor is entitled to use the services provided within the scope of the contract for its own presentation purposes in all media and to include them in a reference list for advertising purposes.

## **9. Materials provided by the client, indemnification**

- 9.1. Insofar as the client provides or contributes its own or third-party materials, contributions, data, or other content, such as videos, graphics, logos, texts, music, etc. (hereinafter also referred to as "client content") for use by the contractor in the course of production, the client shall make the client content available to the contractor by the date agreed in the order at the latest. If no date has been agreed, the Client Content shall be made available no later than ten working days before the scheduled shooting date, whereby the date of receipt by the Contractor shall determine whether the content has been made available in good time.
- 9.2. The client content must be made available to the contractor in accordance with the technical specifications attached to the order as an appendix. The technical quality of the client's content is the sole responsibility of the client. If the client's content is delivered in other technical formats, the contractor is entitled to convert the formats and charge the conversion costs to the client. The contractor will endeavor to obtain the client's consent prior to conversion.
- 9.3. At the same time as sending the client content, the client shall provide the contractor with any information required by collecting societies, in particular the name of the producer, publisher, composer, title, and length of the music used. The client shall be responsible for any license fees payable to collecting societies.
- 9.4. The client assures the contractor that the client content does not violate applicable law or infringe the rights of third parties or will be infringed in the future due to the expiry of any rights or license rights. The contractor is not obliged to check whether the client content is suitable for the purposes pursued with the production or infringes legal regulations or the rights of third parties.
- 9.5. After acceptance of the production, the contractor is only obliged to store or save the client's content for three months. After expiry of the storage period, the contractor is entitled, but not obliged, to destroy the client's content. The client's content will only be returned to the client upon special request before the expiry of the three-month period. In any case, the contractor is entitled to retain and store client content

for as long as is necessary for the fulfillment of the contract, in particular with regard to any warranty claims that may exist on the part of the client, or to comply with legally mandatory retention periods.

- 9.6. The contractor is entitled to reject client content on the basis of its origin, content, form, or technical quality in accordance with objectively justified principles, in particular if its content violates legal regulations or the rights of third parties. In such cases, the client is obliged to immediately provide new or modified client content to which the reasons for rejection do not apply. If this results in delays in the production process, the client shall grant the contractor a corresponding extension of all deadlines for the provision of the services concerned and offer appropriate alternative dates. Costs incurred by the contractor as a result of the justified rejection of the client's content shall be reimbursed to the contractor by the client.
- 9.7. The client warrants that it holds all copyrights, ancillary copyrights, rights of use, and other rights necessary for the intended use of the client content and/or is authorized to grant the contractor the necessary rights of use.
- 9.8. The client further warrants that it will obtain the express and irrevocable consent of all natural persons involved in the production and whose personal data (e.g., images/film recordings) will be processed in the course of the production, or, in the case of minors, their legal representatives, prior to the start of production, and that it will provide evidence or confirmation of this to the contractor. If this is not possible in all cases before the start of production, the client shall do so by the time production is completed at the latest. If the client is unable to confirm the irrevocable consent of the natural persons involved by the agreed completion date, the contractor shall not be in default of its performance obligation until the client has submitted all declarations of consent.
- 9.9. The client transfers to the contractor all rights of use with regard to the client content that are necessary for the contractor to fulfill the contract.
- 9.10. Insofar as the client provides or contributes client content to the contractor, the client shall indemnify the contractor against all direct and indirect damages, claims, costs (including the costs of reasonable legal defense), expenses, and other disadvantages incurred by the contractor as a result of third parties asserting claims against the contractor due to a infringement of third-party rights or a violation of legal regulations in connection with the use of the services, in particular the distribution of client content (such claims hereinafter also referred to as "third-party claims"). The client shall support the contractor in any judicial and extrajudicial assertion of third-party claims and shall immediately provide the contractor with all data, documents, and other materials that the contractor deems necessary or helpful in the context of dealing with third-party claims upon request. In addition, in the event of justified third-party claims, the contractor shall be entitled to withdraw from the contract or to terminate the contract extraordinarily without notice.

## **10. Additional services**

- 10.1. The contractor is entitled to demand additional remuneration for subsequent change and extension requests by the client (also referred to as "additional services" in these contractual terms and conditions with regard to services provided by the contractor). This does not apply to changes to the concept. Additional services are in particular those where the contractor, after (partial) acceptance, makes changes or additions at the request of the client that relate to (partial) services already accepted. This also applies if acceptance by the client has not yet taken place but the conditions for acceptance are met.
- 10.2. Unless otherwise agreed, the contractor is not obliged to perform additional services.
- 10.3. Unless otherwise agreed or already specified in these contractual terms and conditions, additional services shall be remunerated at an hourly rate of EUR 150.00 plus the applicable statutory value added tax and shall be invoiced in time units of 0.25 hours (15 minutes) or part thereof.

## **11. Warranty, liability**

- 11.1. XU warrants the contractually agreed quality of the services and works; no further warranty is given. Insignificant deviations from the agreed quality do not constitute grounds for warranty claims. Claims for defects are excluded if deviations are due to non-contractual use, unsuitable system environments, lack of cooperation, or content/data/materials provided by the customer or client. This includes, in particular,

errors attributable to the client's technical environment, Internet connection, unusual operating conditions, or third-party software. In the case of work performance, XU is initially entitled to subsequent performance within a reasonable period of time. Any contractually agreed service levels/availability and service credits provided for this purpose constitute the primary and final legal consequences for the respective underperformance.

- 11.2. XU shall be liable without limitation in cases of intent and gross negligence, as well as for damages resulting from injury to life, limb, or health and under the Product Liability Act. In the event of a simple negligent breach of essential contractual obligations (cardinal obligations), XU's liability shall be limited to the amount of damage typical for the contract and foreseeable at the time of conclusion of the contract. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer/client may regularly rely.
- 11.3. Otherwise, XU's liability for simple negligence is excluded.
- 11.4. The above limitations of liability apply accordingly in favor of the legal representatives, employees, and vicarious agents of XU. In the event of data loss, XU shall only be liable for the restoration costs that would have been necessary if the customer/client had carried out proper and appropriate regular data backups.
- 11.5. Claims for material defects and defects of title shall become time-barred twelve (12) months after acceptance/handover of the service; this does not apply to claims based on intent or gross negligence, fraudulent concealment of a defect, injury to life, limb or health, or claims under the Product Liability Act – in this respect, the statutory periods shall apply.
- 11.6. Third-party content and contributions provided by the customer/client The customer/client shall bear sole responsibility for content/materials/data provided by the customer/client (including rights chain, legality, and technical suitability); XU shall not be liable for any resulting defects in the service or damage.
- 11.7. Unless agreements are made between the parties with regard to the content and design of the production, the contractor shall otherwise have artistic freedom of design. The client has no right to issue instructions to the contractor with regard to the content and design of the production.

## 12. Other provisions

- 12.1. The parties undertake to maintain confidentiality regarding all information that becomes known to them in the course of the initiation and execution of this contract and that is designated as confidential or recognizable as confidential under the circumstances (in particular, the content of concepts, storyboards, designs, raw materials, technical specifications, prices, terms and conditions, business and trade secrets) and to use such information exclusively for the purpose of fulfilling the contract. Disclosure is only permitted to those employees, bodies, affiliated companies (Sections 15 et seq. AktG) and subcontractors who absolutely require the information to perform their tasks and who, for their part, have been bound to confidentiality to at least the same extent. Information that was already generally known at the time of disclosure or becomes generally known without breach of contract, was already lawfully known to the receiving party or was developed by it independently and without recourse to confidential information is excluded from confidentiality; the burden of proof and presentation lies with the receiving party. Disclosures required by law, official authorities, or a final court decision are permissible, provided that the disclosing party—if legally permissible— informs the other party immediately in advance and limits the disclosure to what is necessary. After the end of the contract, all confidential documents and data carriers must be returned at the request of the disclosing party or – unless there are legal retention obligations to the contrary – securely deleted; purely technical backup copies in regular backups may be retained until they are automatically overwritten. The confidentiality obligation shall apply during the term of the contract and for three (3) years thereafter; for trade secrets within the meaning of Section 2 No. 1 GeschGehG, it shall apply for an unlimited period of time as long as a trade secret exists. The rights of the contractor to name references and present itself, as expressly granted in these contractual terms and conditions, shall remain unaffected.
- 12.2. The client may only transfer the rights and obligations arising from or in connection with these contractual terms and conditions or the contracts subject to these contractual terms and conditions to third parties with the prior consent of the contractor.

- 12.3. Legally relevant declarations and notifications to be made by the client to the contractor after conclusion of the contract (e.g., setting deadlines, notifications of defects, declarations of withdrawal, or reduction) must be in text form to be effective.
- 12.4. Amendments and additions to the individual agreements and these contractual terms and conditions shall be made in writing. The provisions of section 11.4 below of these contractual terms and conditions remain unaffected.
- 12.5. XU shall be entitled to amend the general terms and conditions of contract in ongoing continuing obligations if and to the extent that there are objectively legitimate reasons for doing so, in particular (i) changes in legal or regulatory requirements or binding official orders, (ii) mandatory security, data protection, or compliance requirements, (iii) significant technical developments, product or process changes that require adjustment without deterioration in performance, (iv) the discontinuation, replacement, or significant change of third-party services over which XU has no influence, or (v) the correction of obvious inaccuracies; the changes must not unreasonably shift the contractual balance to the detriment of the client and must not impair the core of the main performance obligations; price changes are only permissible if a separate, sufficiently specific price adjustment clause has been agreed between the parties; XU shall notify the client of any intended changes in writing at least six (6) weeks in advance, explain the reasons, clearly present the changes in a comparison of the old and new versions, and specify the planned effective date; the client may expressly agree to or reject the change until it takes effect; If the client rejects the change, both parties shall have a mutual special right of termination with effect from the effective date of the change; the previous terms and conditions shall continue to apply until termination; changes that are exclusively advantageous or have no adverse effects on the contractual balance may be introduced by XU with two (2) weeks' advance notice in writing, unless the client objects; in the event of an objection, the previous terms and conditions shall remain in force for the affected party, or the contract may be terminated by both parties on the effective date of the change; tacit consent is excluded; this amendment clause does not apply to individual contracts without ongoing performance obligations; individually negotiated agreements take precedence over this amendment clause.
- 12.6. Unless expressly stated otherwise in these contractual terms and conditions, the sending and receipt of declarations by email shall suffice as written form within the meaning of these contractual terms and conditions.
- 12.7. If the client is an entrepreneur, these contractual terms and conditions and contracts subject to these contractual terms and conditions, including all legal disputes concerning or in connection with their conclusion, validity, and performance, shall be governed exclusively by the substantive law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.
- 12.8. If the client is an entrepreneur, the exclusive – including international – place of jurisdiction for all disputes arising from or in connection with these contractual terms and conditions or the contracts subject to these contractual terms and conditions, including all legal disputes concerning or in connection with their conclusion, validity and implementation, is Berlin. The contractor is also entitled to bring legal action before any other legally competent court.
- 12.9. Should any provision of these contractual terms and conditions or of the contracts subject to these contractual terms and conditions be or become invalid or unenforceable, the remaining provisions of these contractual terms and conditions shall remain unaffected. The parties undertake to agree on enforceable and effective provisions to replace invalid or unenforceable provisions, which come as close as possible to the economic purpose of the provisions to be replaced. The above provision shall apply mutatis mutandis to unintended loopholes.

Berlin, 8 January 2026

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