

**1. Validity of the Purchasing Conditions**

- 1.1 These Purchasing Conditions apply in addition to the corresponding order (hereinafter jointly referred to as "**Purchasing Conditions**") for the provision of services (hereinafter referred to as "**Services**") by the Contractor to the Client. Contractual services are not subject to the contract. The General Purchasing Conditions for Uniper's purchase, work and work delivery services shall apply to contractual services.
- 1.2 If the order is confirmed by the Contractor on different terms, these terms and conditions of the Client shall also be deemed to be exclusively agreed if the Client does not contradict the deviating conditions. Deviations or supplements to the Client's terms and conditions shall only apply if they have been expressly recognised by the Client in writing.

**2. Order of Precedence**

The Purchasing Conditions apply in the following order:

1. The conditions of the contract or the order
2. (Any) attachments to the contract or order
3. These "General Purchasing Conditions of Uniper Group for the Provision of Services"
4. The "Occupational Safety and Environmental Protection Regulations for Partner companies/Contractors (AN)" in the version valid at the time of the order (available on the Internet at <https://www.uniper.energy/de/unternehmen/einkauf>)

**3. Type and Scope of Services**

- 3.1 The Contractor shall perform the services in accordance with the contract with the greatest possible care and diligence according to the state of the art, rules and knowledge at the time of conclusion of the contract and by personnel qualified for the performance of the services. The Contractor shall take into account, as far as necessary and reasonable, general process descriptions and industry standards as well as, where appropriate, specific provisions, methods and application practices of the Client.
- 3.2 The Contractor shall inform the Client of any relevant changes in the state of the art, rules and knowledge, if these have an influence on the manner in which the services are provided.

**4. Offer**

The Contractor shall examine the list of services and the service description as well as all attachments for any discrepancies and shall indicate any changes or additions when submitting the offer. If he has not raised any objections in writing by the time the order is placed, the Contractor acknowledges the adequacy and correctness of the information contained in the tender documents. No claim for compensation for additional costs can be derived from lack of knowledge of the local conditions. The offer must be made free of charge.

**5. Order and Confirmation**

- 5.1 Orders are only valid if they are signed electronically or are made in writing. Verbal additional agreements to the orders are only binding if they are confirmed in writing or with an electronic signature. This also applies to subsequent changes and additions.
- 5.2 The Contractor shall immediately notify the Client in writing of any changes and/or extensions to the scope of the services which prove necessary during the execution. These require the prior written or electronically signed consent of the Client.
- 5.3 The order must be confirmed by the Contractor by signing the order acceptance provided for this purpose. The Contractor may confirm orders which the Client has submitted by means of electronic data transmission in the same way. Without prejudice to such order confirmation, the order shall be deemed to have been accepted if the Contractor does not reject it immediately, but at the latest within 10 working days in writing

**6. Cooperation between the Contracting Parties**

- 6.1 The Contractor is obliged to appoint a competent contact person who can provide the necessary information and make decisions for the Contractor. Instructions from the Client with respect to the services to be provided will be transmitted exclusively to this contact person.
- 6.2 All persons (including the subcontractors appointed by the Contractor and their employees) whom the Contractor uses for the provision of services to the Client (hereinafter "**Personnel**", one or more people) shall remain with the Contractor or his subcontractors from an organisational point of view, irrespective of whether they are employed by the Client for a longer period of time. Only the Contractor is authorised to instruct the Personnel; he manages the Personnel independently. The Personnel does not enter into any employment relationship with the Client, even if services are provided on his premises. The Contractor is obliged to submit to the Client, without request, a permit for the assignment of Personnel before commissioning the services.
- 6.3 If Personnel who are not nationals of EU countries are to be deployed, the Client must be presented with the appropriate residence permits or work permits before starting work.

**7. Time of Delivery/Performance, Place of Performance**

- 7.1 The Contractor is obliged to inform the Client immediately in writing if circumstances arise or become known to him, which may result in the agreed deadlines not being met.
- 7.2 The Contractor may only invoke the absence of necessary documents to be supplied by the Client if, despite a written request, he has not received these documents within a reasonable period of time.
- 7.3 The public holidays relevant for the provision of services are the public holidays of the state of North Rhine-Westphalia, unless otherwise agreed in the order.

7.4 The place of performance shall be the address listed on the order, unless otherwise agreed. The Contractor must reduce travel distances according to specifications and in agreement with the Client and also provide services from home or his place of work.

**8. Replacement of Service Providers**

8.1 Personnel can only be replaced by other personnel following prior written approval from the Client. If training is required as a result of the replacement, this is at the expense of the Contractor.

8.2 The Client may demand the replacement of Personnel if the latter has repeatedly violated contractual obligations or if the Client has justified doubts about the necessary experience or qualification. Agreed deadlines remain unaffected by this.

8.3 The costs arising from the replacement of Personnel shall be borne by the Contractor.

8.4 It is not possible to reclassify Personnel employed to a higher qualification level during the term of the contract.

**9. Integrity and Compliance**

9.1 For the Client, integrity and compliance are of particular importance. The Client also attaches great importance to social responsibility within the framework of entrepreneurial activities. The Contractor undertakes to take all necessary measures to prevent corruption and other criminal acts and to comply with the standards set out in the "Supplier Code of Conduct" (available on the Internet at <https://www.uniper.energy/de/unternehmen/einkauf>). Contractors who work as consultants for Client, act on behalf of Client or represent Client undertake to familiarise with the competition law rules, including the principles set out in the Client's Code of Conduct ([https://www.uniper.energy/sites/default/files/2021-06/20210625\\_code\\_of\\_conduct-210x297\\_en.pdf](https://www.uniper.energy/sites/default/files/2021-06/20210625_code_of_conduct-210x297_en.pdf)). The Contractor shall oblige his employees and his subcontractors, which he uses in connection with the performance of his contractual obligations towards the Client, to comply with the rules and principles specified in the above. On request, the Contractor shall provide proof of the obligation of his employees and subcontractors to the Client

9.2 The Contractor undertakes to observe the regulations of EC Regulation 881/2002 and EC Regulation 2580/2001 and other national and international embargo and trade control regulations. For the purpose of combating terrorism, the prohibition of directly or indirectly providing funds or economic resources to certain natural or legal persons, groups or organisations shall apply in particular. The Contractor shall undertake to verify his subcontractors and the Personnel employed to determine if there is a registered identity with the natural or legal persons, groups or organisations named in the lists published in the attachments to these regulations. If their name or identify exists in such lists, the implementation of transactions with these persons, groups or organisations shall be refrained from.

**10. Rights to Performance Results**

The Contractor grants the Client the exclusive, transferable and sublicensable, spatially and temporally unlimited right to use the results provided in the course of the performance of the services, as well as in particular the agreed interim results, training documents and aids. This includes the right of the Client to pass on the results of the services to third parties by means of a temporary or permanent assignment either in return for payment or free-of-charge.

**11. Cooperation of the Client**

11.1 Cooperation services of the Client require express written agreement. These are listed at the end of the order.

11.2 If the Contractor requires access to the hardware or software of the Client in order to fulfil the services, he may only use these following prior written agreement in accordance with the provisions of the Client.

11.3 Lead times must be taken into account.

**12. Performance Recording, Remuneration, Accounting**

12.1 The remuneration agreed for the services shall be made either at cost or at a fixed price. The type and maximum amount of the remuneration is determined in the respective order. Unless otherwise agreed, the remuneration includes all costs necessary for the provision of the services. Material expenses and travel expenses are not paid separately.

12.2 The Contractor's services shall be settled from the first day of the previous month to the last day of the previous calendar month (performance period).

12.3 The settlement is based on proof of activity, which must be prepared monthly. At the start of work, the service providers receive the corresponding accounting rules from the project manager of the Client (Project Manager).

12.4 The recorded and released times are approved by the Project Manager on behalf of the Client at the end of the performance period.

12.5 On the basis of the approved times, the Contractor shall issue an invoice for the respective performance period within four weeks, unless participation in the Client's credit entry procedure has been agreed. The accounts are to be broken down by project. The invoice shall be accompanied by the approved proof of activity.

Other proof of performance shall not be accepted by the Client unless such proof is agreed in the order.

12.6 Each invoice must show the VAT separately in the amount stipulated by law. The original invoices are to be sent either 1) (preferably) by email or 2) by post in paper form to the invoice address indicated on the order. The Client or another Uniper company specified on the order must be specified as the recipient of the service. Invoices must refer to and specify a purchase order number. Each invoice item must reference the respective purchase order item in order to enable allocation. Additional accounting documents, such as proof of performance, delivery notes, etc., must be attached to the invoices.

12.7 In the case of incomplete or incorrect accounting, which considerably complicates a clear assignment or testability of the invoice, the Client is entitled to reject the invoice; in this case no default in payment occurs. The Contractor shall be responsible for all consequences arising from non-compliance with the obligations specified in Section 12.

12.8 Information on correct accounting is published online at <https://www.uniper.energy/de/unternehmen/einkauf>.

12.7 Additional costs are reimbursed - less deductible input tax - only if this has been expressly agreed in the order and the original documents are presented.

12.8 If recorded and released times are not approved by the Project Manager in accordance with Section 9.4, objections to this shall be raised immediately.

**13. Infringement of Industrial Property Rights**

The Contractor guarantees that the contractual services do not infringe the industrial property rights or copyrights of third parties. The Contractor undertakes to indemnify the Client (including the companies of the Uniper Group) from any third-party claims for violation of these rights and (including the Uniper Group) to indemnify them from any other claims.

**14. Liability**

The Contractor is liable for intent and negligence within the scope of the statutory regulations. He cannot rely on Section 831 Paragraph 1 Sentence 2 of the German Civil Code.

The Client and his employees are only liable for gross negligence and intent, regardless of the legal basis. In case of injury to life, body or health as well as in case of other mandatory statutory regulations, the Client is also liable for simple negligence.

**15. Subcontractors**

15.1 Without the prior written consent of the Client, the Contractor may neither transfer his obligations under the contract in whole nor in part to subcontractors or pass on the services assigned to him to subcontractors. If the Client agrees to the use of subcontractors, the Contractor shall impose on the subcontractors all obligations which he himself has assumed towards the Client and ensure compliance with them.

15.2 The subcontractors or services to be contracted out to subcontractors must already be designated when the offer is submitted.

15.3 The Contractor shall oblige the subcontractor in the subcontractor contract to hand over to the Contractor the necessary certificates of the latest date from the Tax Authority, the responsible social insurance institutions and the employers' liability insurance association as well as – if necessary – work permits for submission to the Client.

15.4 The Contractor shall not prevent his subcontractors from entering into contracts with the Client for other services.

15.5 If the Contractor uses subcontractors without the

consent of the Client, the Client has the right to withdraw from the contract and to demand compensation instead of the services.

**16. Performance of Services, Occupational Health and Safety**

16.1 In addition to the operating rules and regulations of the Client, the Contractor must in particular observe the generally accepted safety and occupational health rules.

16.2 The Client records operational accidents and those occurring on the way to and from work of his own employees and of external service providers working for him. The purpose of recording such accidents is to improve occupational safety. If a service provider suffers an accident on the way to or from the place of performance (accident on the way to or from work) or at the place of performance within the scope of the agreed activity (operational accident), the Contractor shall inform the local safety specialist of the Client in writing of this and provide further details. The above-mentioned accident report to the Client does not release the Contractor from existing statutory reporting obligations, such as in particular the obligation to report to the employers' liability insurance association.

16.3 The Client attaches great importance to social responsibility within the framework of entrepreneurial activities and therefore participates in the "United Nations Global Compact" initiative. This initiative is based on ten fundamental principles, which should make globalisation more social and economic and prevent corruption. The principles for responsible procurement at Uniper are described in the Supplier Code of Conduct and can be found on the Internet at <https://www.uniper.energy/de/unternehmen/einkauf/allgemeine-einkaufsbedingungen>. The Contractor undertakes to comply with these principles.

**17. Term, Termination**

17.1 The contract has the term agreed in the order.

17.2 The contract can be terminated by the Client in writing with a notice period of 1 month.

17.3 The right of the contracting parties to terminate the contract for important reasons remains unaffected. An important reason is in particular if:

- An application for the opening of insolvency proceedings of the other party has been filed;
- The performance of the services is visibly at risk due to the lack of performance of the Contractor;
- The Contractor or his successor in title does not perform the services in accordance with the contract despite a reminder with an appropriate extension of the period;
- The Contractor definitively refuses to fulfil one or more contractual obligations.

17.4 The regulations contained in Sections 13 and 20 remain effective even after the termination of the contract.

**18. Insurance Policies**

The Contractor must maintain liability insurance cover for the duration of the contract with customary industry conditions (minimum cover amount of 1.5 million euro per loss event). The compliance with this obligation must be demonstrated to the Client at the Client's request. Lower cover amounts are to be approved by the Client in individual cases.

**19. Assignment; Right of Retention**

- 19.1 The Client is entitled to transfer the contractual rights and obligations – in whole or in part. The Contractor shall agree to this transfer if the transfer does not lead to a less favourable economic situation for the Contractor or the transfer is not to be made to a direct competitor of the Contractor.
- 19.2 Assignments as well as other transfers of the rights and obligations of the Contractor are excluded, unless the scope of Section 354 a of the German Commercial Code takes effect; exceptions to this require the written consent of the Client.
- 19.3 In this contractual relationship, the Contractor cannot assert a right of retention from other contractual relationships with the Client.

**20. Non-Disclosure**

- 20.1 The Contractor undertakes to treat all information which the Client makes available to him in connection with the order in full confidence and to use it exclusively for the performance of the contract. Confidential information within the meaning of this provision is documents, specifications, data and other information which is designated as such or which by its nature is considered to be confidential.
- 20.2 In so far as personal data is to be found within such confidential information, the provisions of Section 21 shall also apply for the use of such data. In the event of a conflict between the provisions of this Section and the provisions of Section 21, the provisions of Section 21 shall prevail with respect to personal data.
- 20.3 The Contractor undertakes to grant access to confidential information of the Contractor only to such service providers and third parties who are entrusted with the performance of the services under this contract and who have likewise committed themselves to confidentiality. The Contractor must prove the passing on of the obligation to the Client on request.
- 20.4 All information provided by the Client remains the property of the Client. The same applies to copies, even if they are made by the Contractor. The Contractor does not have a right of retention of information, copies or data carriers.
- 20.5 The information provided by the Client must be returned to the Client completely and without request after the performance of the service at the request of the Client, but at the latest after the complete fulfilment of the contract and the expiration of the limitation period for secondary claims, or destroyed at the Client's option, unless statutory retention obligations are contrary to

this.

- 20.6 The Contractor shall immediately inform the Client of any signs of a breach of the provisions of this Clause.
- 20.7 The obligations arising from this Clause are not affected by the termination of the contract.

**21. Data Protection and Security, Order Processing**

- 21.1 The Contractor is obliged to observe the statutory provisions on data protection (e.g. EU Data Protection Basic Regulation, Federal Data Protection Act, Telecommunications Act) and to ensure and monitor their compliance in conformance with the following provisions of this Section 21.
- 21.2 The Contractor processes personal data by means of instruction-based order processing according to Article 28 GDPR ("Order processing") for the Contractor only to the extent that this is necessary for the performance of the Contractor's obligations arising from the order. The contents of the order in this sense also include all attachments and documents to which the order refers.
- 21.3 The type of data to be used by the Contractor in order processing and the groups of persons concerned are specified in the order or in an attachment to the order ("Personal data attachment").
- 21.4 Personal data is also such personal data, which the Client himself processes on behalf of a third party and makes available to the contractor, insofar as the Client uses the Contractor to fulfil his obligations towards the third party.
- 21.5 The Client remains the "Owner" of personal data even during order processing. The Contractor does not have a right of retention of personal data, data carriers and documents containing such data.
- 21.6 The order processing includes those actions with respect to the personal data that are necessary for the performance of the Contractor's obligations from the order and are described in the order. Access to data stocks and the right to process orders is only granted to the extent and in the scope necessary for the proper performance of the above-mentioned obligations. Any further use of the personal data by the Contractor is not permitted. In particular, the Contractor must not make copies or duplicates of the data without the knowledge and consent of the Client.
- 21.7 The duration of the order processing is limited to the duration of the services to be provided by the Contractor in accordance with the order.
- 21.8 The Client has the right to issue instructions to the Contractor on the nature, scope and procedures of the data processing as well as the data security measures to be taken. The Contractor is exclusively entitled to process the personal data within the framework of the instructions from the Client. If the Contractor considers that an instruction from the Client violates the statutory provisions on data protection, he must immediately inform the Client accordingly.
- 21.9 The instruction and control rights of the Client from the order and this Section 17 can also be exercised by



another person commissioned by the Client.

21.10 The processing and use of the data takes place exclusively in the territory of the Federal Republic of Germany, in a Member State of the European Union or in another Contracting State of the Agreement on the European Economic Area. Any transfer to a third country requires the prior written consent of the Client.

21.11 Changes to the subject matter, scope, nature, duration, purpose of order processing or the circle of the parties concerned require a corresponding written agreement between the Contractor and the Client.

21.12 The requirements for order processing shall also apply accordingly if the examination or maintenance of automated procedures or data processing facilities for the Client is carried out by the Contractor and access to personal data cannot be excluded.

21.13 The Contractor ensures sufficient data protection to guarantee the confidentiality, integrity; availability, resilience and correctness of the personal data and controls in his area of responsibility the compliance with the technical and organisational security measures for data protection defined in the order or an attachment for this purpose according to Article 32 of GDPR. The Contractor shall ensure, by establishing appropriate protective measures, that access to personal data is strictly limited to those employees who require access within the scope of the purpose and their tasks. Furthermore, the Contractor guarantees that personal data collected for different purposes can be processed separately. In addition, the Contractor ensures that the following data is processed separately:

- The data of the Client,
- The data of the Contractor and
- The data of other clients of the Contractor.

Before the start of order processing and then at the intervals specified in the order or in a system, and at any time at the request of the Client, the Contractor shall provide written proof that the Contractor complies with the technical and organisational safety measures in accordance with the order or a system. The Contractor is obliged to provide the proof in such a way that the Contractor provides the Client with written documentation in each case in the form that the Client can prove the test obligations in accordance with Article 28 (3) of GDPR. The Contractor must adapt the technical and organisational security measures to technical progress at least every 2 years and have them approved by the Client.

21.14 Due to technical progress and the expected developments in legislation, it may be necessary to adapt the technical and organisational measures taken to such technical progress and developments in legislation. In this respect, the Contractor is permitted to implement alternative adequate technical and organisational measures to adapt to technical progress. In so doing, they must not fall below the safety level of the technical and organisational safety measures defined in the order or a system. Significant changes must be documented and

notified to the Client immediately. The Contractor must immediately implement the necessary adaptations of the technical and organisational safety measures to the changed statutory requirements. Significant adaptations must be documented and notified to the Client immediately.

21.15 The Client or the responsible body (for which the Client himself acts as a contract processor) is responsible for assessing the admissibility of data processing and for safeguarding the rights of the data subjects under the data protection laws. In the event that the Client or the responsible body (for which the Client himself acts as the contract processor) initiates the correction, deletion or blocking of personal data against the Contractor, the Contractor is obliged to comply fully with this instruction. If rights are asserted by an affected party at the Client or the responsible body (for which the Client himself acts as the contract processor), the Contractor must immediately take all actions necessary to fulfil the obligations of the Client towards the affected party.

21.16 The Contractor shall appoint a data protection officer in accordance with applicable law, or, if the appointment of a data protection officer is not required under applicable law, another representative officially responsible for the data protection aspects of the processing of personal data and shall immediately inform the Client of his up-to-date contact information. The latter shall have the necessary expertise and reliability and shall work towards compliance with the data protection regulations. The Contractor shall inform the data protection officer of the order processing.

21.17 The Contractor is obliged to ensure that he passes on the instructions of the Client to all employees who have access to personal data in connection with the performance of the contractual obligations of the Contractor in accordance with the order. In addition, the Contractor is obliged to prohibit these employees from processing or using personal data contrary to the instructions of the Client or for a purpose other than that belonging to the performance of the contractual obligations towards the Client (data secrecy), even for the period after the end of their activity. The obligation to maintain data secrecy must be imposed on the employees before the start of order processing. Upon request, the Contractor shall undertake to prove to the data protection officer appointed by the Client the passing on of this obligation in writing.

21.18 The commissioning of subcontractors by the Contractor is only permitted to the extent that the order in connection with Section 15 of these contractual conditions expressly permits this. The Contractor shall carefully select the subcontractor and, before commissioning him, ensure that the subcontractor can comply with all the obligations laid down for the Contractor in this Section 21. The Contractor shall also impose on the relevant subcontractor the obligations laid down in this Section 21, provided that the Contractor is replaced by the subcontractor. The Contractor shall also contractually ensure that all rights defined in this

agreement can be exercised either by the Contractor in accordance with the instructions of the Client or by the Client himself at the discretion of the Client. In the event that the Contractor exercises the rights as instructed by the Client, the Contractor shall immediately forward all information, in particular documentation and control results, to the Client. The contractor undertakes, at the request of the Client, to prove to the data protection officer appointed by the Client the fulfilment of the obligations laid down in this Section 21.18 in writing.

21.19 The provisions of the preceding Section 21.18 shall also apply accordingly to other persons employed in the performance of the Contractor's obligations towards the Client, who have access to personal data. The use of such persons is only permitted to the extent expressly permitted by the order.

21.20 The obligations of the Contractor referred to in this Section 21 shall not be affected by the termination of the contractual relationship with the Client established as a result of the order. This applies in particular to the obligation to maintain data confidentiality. After completion of the order processing, the personal data provided may only be further stored by the Contractor or stored in another form, provided that statutory retention periods require further retention at the Contractor. Otherwise, after the completion of the order processing, the Contractor is obliged to immediately hand over all personal data in his possession to the Client or – after consultation with the Client – for the Contractor to destroy it in accordance with data protection and to confirm the destruction to the Client in writing. This also includes personal data generated for data backup and logging. In the event of the return of the personal data to the Client, any data remaining with the Contractor, as well as any copies or duplicates of the data, must be destroyed by the Contractor immediately in accordance with data protection and the destruction confirmed to the Client in writing.

21.21 The Contractor shall provide the customer with all necessary information to prove compliance with the obligations laid down in this Section 21. The Contractor grants the Client, in particular his data protection officer, the right to check at any time during normal business hours and without hindrance whether the data processing is carried out in accordance with the data protection regulations, the contractual regulations and the instructions issued by the Client. The Contractor undertakes to support the Client to the extent required, in particular to provide the necessary information, to carry out all necessary actions and to grant the necessary access rights. The Client is entitled to carry out the above-mentioned checks also with the assistance of third parties (in particular those that are authorised to control the Client, such as Uniper group companies for the Client and supervisory authorities). The documentation of the control results before starting and during order processing is also tolerated and supported by the Contractor.

21.22 The Client is entitled to have a safety check carried

out by the Contractor's service providers in accordance with Section 12b of the Atomic Energy Act, if these provide services that are related to the handling or transport of radioactive substances or with the construction and operation of systems within the meaning of Sections 7, 11 Paragraph 1 Number 2 or Section 9a Paragraph 3 of the Atomic Energy Act. The Contractor undertakes to provide the data of these service providers required for this purpose.

21.23 The Contractor shall immediately inform the Client in writing of any signs of a violation of regulations of the data protection regulations or this Section 21 or of instructions of the Client. The obligation to provide information exists in particular in the event of signs of events within the meaning of Article 33 of GDPR. Should the security and confidentiality of the personal data at the Contractor be jeopardised by distraint or seizure, by insolvency or settlement proceedings or by other events or measures of third parties, the Contractor must inform the Client thereof immediately in writing. The Contractor shall immediately inform all persons responsible in this connection that the authority and ownership of the data lies with the Client.

21.24 In view of the nature of the processing, the Contractor shall, where possible, assist the contracting authority with appropriate technical and organisational measures to fulfil the obligation of the contracting authority to respond to requests for the exercise of the rights of the data subject referred to in Chapter III of GDPR. Taking into account the nature of the processing and the information available to him, the Contractor shall assist the contracting authority in complying with the obligations laid down in Articles 32 to 36 of GDPR.

21.25 After completion of the processing services, the Contractor will either delete or return all personal data at the discretion of the contracting authority, unless there is an obligation to store personal data under EU law or the law of the Member States.

21.26 The Client reserves the right to transfer the data of the Contractor to affiliated Uniper companies within the meaning of Sections 15 et seq. of the Companies Act for the purposes of group-wide procurement and to store it also after termination of a contract within the framework of applicable retention regulations or for possible further orders.

## **22 Written Form**

Unless expressly stated otherwise above, the order or the contract and its amendments, as well as all contractual declarations, communication and documentation obligations, require the electronic signature or written form.

## **23 Publication, Marketing**

Any announcement of the existing business relations with the Client or advertising with the logo of the Client requires the prior written consent of the Client. This also applies to the publication of data in connection with this contractual relationship with the Client.

**24 Rights and Obligations in the Event of Serious Compliance Breaches**

24.1 The Contractor and the Client undertake to take all necessary precautions in their companies in order to avoid legal and other compliance violations. This applies in particular to serious infringements. Serious infringements in this sense are, irrespective of the form of involvement of the perpetrator, instigation or aiding and assisting,

- Criminal offences in the field of corruption, in particular offering, promising or granting benefits to officials, public officials or to public service employees (bribery or benefit) or to directors, managing directors or employees of the Client or third parties or other companies commissioned by the Client (bribery in business transactions); as well as demanding to make promises or to receive such benefits from the above-mentioned persons (groups);
- Other serious offences in business transactions at home and abroad, which in particular constitute fraud, breach of trust or falsification of documents;
- Non-compliance with rules designed to protect unrestricted competition, in particular participation in agreements on prices, price components, customers, distribution areas, production quotas, prohibited price recommendations, participation in recommendations or arrangements for the submission or non-submission of offers or any other illegal influence of awards and tenders;
- For the purposes of influencing competition, for the benefit of his own use, for the benefit of a third party or with the intention of causing harm to the owner of the business operation, to obtain, secure, exploit, exchange or communicate trade secrets or other strategically or competitively relevant information in an unauthorised manner, orally, in writing or on data carriers; and
- Violations of economic sanctions or the avoidance of sanctions by the European Union, in particular against EC Regulation 2580/2001 and EC Regulation 881/2002 (anti-terror regulations), as well as other national and international embargo and trade control regulations.

24.2 If the Contractor, a person commissioned by him or acting for him, has demonstrably made an agreement to influence a decision on the award of contracts by the Client, which constitutes an inadmissible restriction of competition and thus a serious infringement within the meaning of the preceding Section 24.1, the Contractor shall pay the Client 15% of the net order value as compensation, unless the Contractor is not responsible for the infringement. The Contractor is allowed to prove that a loss has not occurred at all or is significantly lower. The proof of a loss of a different amount and the corresponding assertion by the Client also remain unaffected. Proof of the objection is provided if an appropriate objection has been established by a decision of the authorities or the courts. Other contractual or statutory claims of the Client remain unaffected.

24.3 If there is a reasonable suspicion, for example on the basis of official statements, that the Contractor has infringed the regulations of the antitrust or competition law and the Client could suffer a loss as a result of this, the Contractor is obliged to declare in writing to the Client the unlimited waiver of any limitation and comparable claims against the Client for damages and comparable compensation claims that may be due to the Client.

24.4 In the event of a serious breach other than as specified in Section 24.2 within the meaning of Section 24.1 by the Contractor or by persons appointed by or acting on behalf of the Contractor in the handling and execution of an order to the detriment of the Client, the Contractor shall pay the Client a contractual penalty, unless the infringement is demonstrably not the responsibility of the Contractor. This contractual penalty shall be 5% of the net contract value incurred up to the relevant date, insofar as the infringement was committed by a board of directors, managing director, authorised representative or agent of the Contractor, and 3% of this net contract value, if the offence was committed by another employee, representative, subcontractor or distributor of the Contractor.

The assertion of any further damages by the Client remains unaffected by the contractual penalty. In this case, a forfeited contractual penalty will be credited against the damages.

24.5 In the event of a serious breach within the meaning of Section 24.1 by a board of directors, managing director or employee of the Contractor, the Client shall be entitled to extraordinary termination of the contract or of all current contracts with the Contractor. The Contractor shall also release the Client from all claims of third parties arising from or in connection with such an infringement on first written demand.

24.6 If the Contractor becomes aware of facts which give rise to the suspicion of a serious infringement within the meaning of Section 24.1 with possible effects on the Client, he shall immediately inform the Client in writing and, if the breach is within the sphere of the Contractor, immediately clarify the facts. If the suspicion is confirmed, the Contractor is obliged to take appropriate measures to remedy the failure immediately and, if not already done, to avoid future infringements in a sustainable manner. The Contractor shall inform the Client in writing of the course and result of the factual information as well as of any measures taken. The Client then has the right to view, copy or take away for duplication any documents, reports, accounts, books, emails etc. In the event, that a direct inspection by the Client is excluded for legal reasons - which the Contractor must prove by means of an external legal opinion - the Client is entitled to commission an external third party (at the expense of the Contractor) to carry out the inspection, who will inform the Client and the Contractor of the result of the inspection.

## **25 Movement Abroad**

- 25.1. The Contractor is aware that in many cases the movement of documents and objects of all kinds requires a permit, e.g. according to foreign trade law. The Contractor is responsible for ensuring that, in cases where he moves his own documents or objects or documents or objects of the Client abroad, the approval capacity of the transfer is checked and - if required - all necessary permits are obtained in good time and all relevant legal provisions are complied with.
- 25.2. In the event of an infringement of these regulations, the Client reserves the right to assert claims for damages incurred.

## **26 Place of Jurisdiction**

The place of jurisdiction is Düsseldorf.

## **27 Miscellaneous**

- 27.1 The contract language is German.
- 27.2 German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11/04/1980.
- 27.3 Should individual provisions of the contract be or become ineffective or impracticable, the remaining provisions and the contract as a whole shall remain effective. The contracting parties are obliged to replace the invalid/unworkable provision with a provision that is as economically equivalent as possible from the beginning of the ineffectiveness/impracticability, taking into account the mutual interests. In the event of any gaps in the contract, this shall apply accordingly.