



# General Terms and Conditions of Purchase of Haufe Group SE

## A. General Provisions

### 1. Scope of Application and Supplier Data

- 1.1 These General Terms and Conditions of Purchase (hereinafter "GTCP") shall apply to any and all contracts for the purchase of goods and the procurement of services and works (including software and data) by Haufe Group SE and its affiliated companies as defined in Section 15 et. seqq of the German Stock Corporation Act (AktG) (hereinafter "Principal") with its business partners and suppliers (hereinafter "Contractor"). The GTCP shall only apply if the Contractor is an entrepreneur (Unternehmer) pursuant to Section 14 of the German Civil Code (BGB), a legal entity under public law (juristische Person des öffentlichen Rechts) or a special fund under public law (öffentlich-rechtliches Sondervermögen).
- 1.2 The Principal shall perform its services and deliverables based on these GTCP only, which consist of the General Terms and Conditions (Part A) and the additional Special Terms and Conditions (Part B), which apply depending on the type of the service. Terms and conditions of the Contractor that are contrary or deviate from the Principal's GTCP shall not become an integral part of the Agreement unless the Principal has explicitly agreed to their validity in writing. The tacit rendering of services and deliverables of the Contractor shall not imply the Principal's consent with contrary terms and conditions.
- 1.3 The Contractor shall make its supplier master data available in the Principal's vendor portal and keep them updated. Where the Contractor is obliged to submit certificates, declarations, or other supporting documents according to these GTCP, the Contractor shall submit them with their most recent validity date via the vendor portal to the Principal without undue delay.
- 1.4 The Contractor shall inform the Principal in full about any changes in the company name, changes in the legal form and about changes in its interest, shareholder, or owner structure that are substantial for the business relation between the Principal and the Contractor without undue delay.

## **2. Integral Parts of the Contract and Conclusion of the Contract**

- 2.1 The individual contract for the ordered service or deliverable shall be concluded by a written order of the Principal and the corresponding acceptance of the Contractor. Any and all action taken by the Contractor in order to perform an individual order shall also be deemed acceptance of the order. This also applies to the conclusion of a master agreement by the corresponding acceptance of a blanket order.
- 2.2 The Contractor shall confirm each individual order in writing by stating the binding delivery time, the agreed prices, the order number, and the order date without undue delay. The Principal has the right to withdraw the individual order until the Contractor's confirmation of the individual order in writing.
- 2.3 The entire contractual relation shall consist of
  - a. The individual contract, consisting of the individual order and acceptance of the order;
  - b. The specifications in the Contractor's final offer and other schedules to the contract;
  - c. The master agreement, where applicable;
  - d. These GTCP including the additional Special Terms and Conditions of Part B;
  - e. The provisions provided by law.
- 2.4 Any and all documents stated in item 2.3 shall collectively be referred to as the "Contract". In the event of discrepancies between the contract documents, the order of priority according to item 2.3 shall apply. Individual agreements agreed in the individual case by and between the parties in writing shall have priority over these GTCP. Provisions of any agreement on the processing of personal data on Behalf of a Controller ("DPA"), as may need to be concluded, shall have priority over the Contract.

## **3. Carrying out of Services and Subcontractors**

- 3.1 The Contractor shall bear the system responsibility for the services and deliverables ordered, i.e. it is responsible for the value performance regarding any and all integral parts of the services and deliverables and process steps towards the Principal, irrespective of whether it makes direct or indirect use of subcontractors in the course of rendering the services and deliverables.
- 3.2 The Contractor shall ensure that any and all pertinent legal provisions applicable at the time of the service or deliverable carried out will be complied with when carrying out and in relation to the services and deliverables to be rendered. The Contractor shall hold the Principal harmless of any and all claims of third parties that arise from the fact that the Contractor or a subcontractor assigned by it fails to comply with or infringes a pertinent legal provision.
- 3.3 As a rule, deliveries must be made free of charge for the Principal at the Contractor's risk on the agreed date of delivery and the agreed place of performance respectively, unless agreed otherwise. The delivery must be made in the packaging means agreed or stated upon placing of the order.

- 3.4 The Contractor is entitled to refuse both cooperation in performing the services or deliverables as well as accepting the service or deliverables as well as their remuneration, where this would infringe a pertinent legal provision or where there is an infringement of a pertinent legal provision.
- 3.5 Any and all delivery of goods shall be furnished with a delivery note featuring the name and date of the order, the Principal's product designation of the goods and the item number. Dispatch notes featuring the number and date of the order and the Principal's product designation and item number shall be sent to the Principal after dispatch of the goods.
- 3.6 In the event of the creation of concepts, content, and media (hereinafter referred to as works) using AI-based systems, the Contractor shall transfer all rights, such as any proprietary rights, arising or existing, to the Principal, but only to the extent that the Contractor is the holder of such proprietary rights, and in any case subject to the license terms contained in the conditions of the relevant AI system.
- 3.7 The Contractor may use subcontractors to provide the services. It shall inform the Principal thereof without undue delay, but no later than 30 days prior to the performance of the services or deliverables. If the Principal does not agree with involving the subcontractor, then it has the right to object to the involvement of the subcontractor within 15 days starting on the date of the information pursuant to the 2nd sentence. If the Contractor wishes to commission the subcontractor nevertheless, then the Principal has the right to terminate this contract (Master Agreement and individual contract) by giving notice for good cause (außerordentliche Kündigung) according to item 21.5. The Contractor is obliged to select sub-contractors carefully with respect to their aptitude and reliability. The Contractor will bind its subcontractors to at least equivalent obligations regarding confidentiality, compliance, and data protection as in these GTCP and, upon request, provide the Principal with proof of conclusion of such agreements.
- 3.8 Unless agreed otherwise in writing by the parties, the Contractor is not entitled to perform partial services and deliverables.

#### **4. Modifications and Additions**

- 4.1 The Principal may request modifications in the model and quantity of the subject matter of the agreement after acceptance of the order to the extent that this can be reasonably expected from the Contractor. The Contractor is obliged to check such modifications for feasibility and the effects on quality, delivery date and costs as well as to notify the Principal about the result in writing without undue delay.
- 4.2 Where a modification results in an increase or decrease in costs and/or a missed deadline, then the Contractor is obliged to point this out concurrently with its proposal for modification or promptly after receipt of the Principal's modification request and to submit a corresponding supplementary offer. The modification shall be made by a written agreement that lays down the remuneration, extra or reduced costs as well as any change of date Acceptanc.

## 5. Acceptance

- 5.1 Where the service to be rendered is a performance of work (Werkleistung) or a delivery of work and materials (Werklieferung)<sup>1</sup>, a formal acceptance is required. After the Contractor's announcement of the completion of the works, the Principal shall make the acceptance. A formal acceptance test record shall be made about the acceptance.
- 5.2 The acceptance shall not be made until the Contractor has remedied any detected defects. The defects shall be remedied without undue delay within the time period set by the Principal. Acceptance must not be refused due to trivial defects.
- 5.3 The Contractor is not entitled to claim partial acceptance. Any notional acceptance (Fiktion der Abnahme) shall be excluded. Payments by the Principal shall not imply that the services or deliverables have been accepted.

## 6. Periods of Performance and Default

- 6.1 The agreed delivery date or deadline is met if the delivery or service or deliverable is available or performed at the Principal's or at the agreed place of delivery/ performance on the agreed date. Where deadlines are stated as calendar weeks or calendar months, the relevant first work day shall be deemed to be agreed as binding. The dates stated in the course of the placement of the order are binding. For the rest, the legal provisions shall apply to default and impairment of performance (Leistungsstörungen).
- 6.2 Where the service or deliverable or the work must be performed on a fixed, agreed date (for example moderation of an event, photography, etc.), and the Contractor cannot perform their obligations under the contract at the agreed time of performance, then the Contractor's claim for compensation shall be forfeited. Any further claims of the Principal shall remain unaffected according to the legal provisions.
- 6.3 The Contractor shall inform the Principal of any threat of default in time by stating the reasons and the anticipated duration in writing without undue delay upon knowledge of the threat of default. The Principal may demand that the damages incurred from such delay be compensated and, where agreed, demand liquidated damages. According to the legal provisions, the Principal shall, at its own discretion, also be entitled to, including but not limited to, withdraw from the contract and/or to claim damages in lieu of performance after a granted grace period of ten (10) workdays has lapsed.
- 6.4 The Principal's claim according to item 6.3 shall remain unaffected by the Principal's consent to an extension of the period requested by the Contractor.
- 6.5 Where the contract provides for liquidated damages, the Principal may assert a claim for further damages. The right to demand payment of liquidated damages shall not be forfeited by the fact that liquidated damages have not been explicitly reserved upon acceptance of the services and deliverables.
- 6.6 The above provisions shall apply even in the event that the Contractor renders partial or complete services or deliverables in due time, but not ready for acceptance.

<sup>1</sup> Translator's note: both Werkleistung and Werklieferung refer to a subject-matter of a contract to produce a work, which may be either the production or alteration of a thing (Werklieferung) or another result (Werkleistung) to be achieved by work or by a service, regardless of whether materials that are required to do so have been procured by the Contractor (Werklieferung as defined in the German Value Added Tax Act) or not (Werkleistung as defined in the German Value Added Tax Act).

6.7 Force majeure (such as natural disasters, strikes, war, plagues such as epidemics and pandemics, official and government instructions) shall release the contractual parties from their obligation to receive or to render respectively the service or deliverable thus affected for the duration of the disruption. The contractual partner thereby affected shall be obliged to inform the other contractual partner about the occurrence of the event and the consequences of their impediment to perform in text form without undue delay upon taking notice of them. In this case, the affected contractual partner shall be entitled to extend their deadlines depending on the extent and duration of the event of force majeure and its consequences. In the event that the force majeure lasts for more than two (2) weeks, the other contractual partner shall have the right to withdraw from the contract.

## 7. Retention of Title, Assignment of Claims

The Principal will only recognize any potential basic retention of title (*einfacher Eigentumsvorbehalt*) of the Contractor insofar as the Principal has not already become the owner by processing (*Verarbeitung*), combination (*Verbindung*) or intermixture (*Vermischung*) pursuant to item 8.2 of these GTCP. Assigning claims of the Principal from the resale of goods to the Contractor (prolonged retention of title (proceeds of sales clause; *verlängerter Eigentumsvorbehalt*)) or extended retention of title (all-monies clause; *erweiterter Eigentumsvorbehalt*)) shall be excluded.

## 8. Material, Documents and Data

8.1 The Contractor shall inspect any materials, documents etc. provided by the Principal for defects and processability upon receipt without undue delay. They shall examine data and data carriers for viruses. The Contractor shall notify the Principal of obvious defects and processing problems as well as hidden defects after their detection in writing without undue delay. The Contractor shall secure and, upon request, make available to the Principal evidence for the defectiveness. Where the notification of defects (*Mängelrüge*) proves to be unjustified and results in a delay in the execution of the order, the Contractor shall be liable for the default damages thus incurred.

8.2 Title to the materials, documents, and data (for example, semi-finished products, drafts, etc.) handed over to the Contractor for the purpose of executing the order or produced by the Contractor shall remain with or pass to the Principal. This shall also apply to intermediate products and, in the event of processing of the materials etc., which is always carried out for the Principal as the manufacturer (Section 950 of the German Civil Code (BGB)). In the event of processing (*Verarbeitung*), combination (*Verbindung*), and intermixture (*Vermischung*) with other materials etc. not belonging to the Contractor, the Principal shall be entitled to co-ownership in the ratio of the value of their goods and deliverables in relation of the value of the other goods at the time of processing, combination, or intermixture.

8.3 The Contractor must store the Principal's materials, documents, and data etc. as well as the semi-finished and finished products produced thereof separately and label them as the Principal's property. The Contractor shall bear the costs for storage, care, and

upkeep unless agreed otherwise upon conclusion of the contract. The Contractor shall be liable for loss and damage.

8.4 The material, documents, and data made available to the Contractor shall be treated as strictly confidential. They may only be used as intended and only for the Principal's orders, and they must not be made accessible to third parties. Upon the Principal's request, the materials, documents etc. must be surrendered free of charge and without undue delay.

8.5 The Contractor is obliged to store templates, raw materials, print media, data carriers and other items serving for the purpose of reuse as well as semi-finished and finished products etc. for two years beyond the shipment date free of extra charge. Even after expiry of this period, such items must not be destroyed or deleted without the Principal's prior written approval. The Contractor shall secure and maintain stored data. Their reusability must be guaranteed even in the event of a system change of the Contractor.

## **9. Check, Approval of Intermediate Products, Samples**

9.1 Until the ready for print approval, the Principal must only check the corrections made upon their instructions. The same applies to any other approval statements of the Principal for further production. Any faults that occur and become apparent after executing and checking the relevant corrections or after ready for print approval shall be at the expense of the Contractor.

9.2 In the event of technical coordination problems (such as between paper, typesetting, repro, print, and binding, the Contractor shall coordinate with the Principal and, as the case may be, other suppliers prior to commencement of the works.

## **10. Remuneration, Invoicing, and Payment**

10.1 The agreed prices are fixed net prices exclusive of statutory value added tax as the case may be, and, unless agreed otherwise in writing, shall include any and all expenditures and ancillary costs associated with the execution of the order. Unless agreed otherwise in writing, offers, sketches, drafts, test typesetting, test prints, samples and other preparatory works shall be created free of charge.

10.2 The Contractor shall submit invoices featuring the number, reference, order date and the tax number or VAT ID no. respectively of the Contractor to the Principal separately from the shipment. Incomplete invoices will be rejected. VAT shall be stated separately. The invoice shall be issued as of the day of the delivery, but not prior to the agreed delivery date. Performance records shall be enclosed with the invoice.

10.3 The payment term with the due date shall start upon the rendering of the deliverables pursuant to the contract and in full and once a proper, auditable invoice is at hand. Unless agreed otherwise in writing in the individual contract, a payment period of 14 days after receipt of the invoice with a discount of 3% discount, after 30 days with 2% discount or after 60 days net.

10.4 Excess deliveries of up to 2 % maximum shall be admissible. The actually delivered quantity shall be invoiced. Underdeliveries are, as a rule, not admissible and require consultation with the Principal without undue delay. Excess deliveries exceeding 2% shall only be accepted after the prior consultation with the Principal. In this case, the actually delivered quantity shall be invoiced. Exceptions from this rule shall only be possible where they are described in the individual order.

## **11. Assignment, Set-off, and Right of Retention**

11.1 Without the Principal's prior written approval, the Contractor is not entitled to assign receivables in full or in part or to have them collected by third parties or to assign the Contractor's rights and duties individually or in their entirety to a third party.

11.2 The Contractor may assert claims for set-off and rights of retention only for counterclaims that are undisputed or have been established as final.

## **12. Taxes**

12.1 Taxes shall include any and all present and future taxes, charges, benefits, costs, and any other fees of any kind whatsoever as well as supplementary payments such as interest, default surcharges and fees etc., payable due to an obligation under public law.

12.2 Each contractual party shall be responsible itself for complying with their fiscal obligations and liabilities. Where a party fails to comply with its fiscal obligations or liabilities, and this results in loss, damage or any other disadvantage incurred to the other party, then the former party will hold the other party harmless thereof.

12.3 The Contractor shall bear any and all taxes the Contractor incurs in the course of purchase, consumption or production of goods or for making use of services required for performing the deliverables within Germany or abroad. Such taxes will be included as costs in the prices agreed with the Principal insofar as the Contractor is not entitled to obtain a repayment, deduction or rebate of such taxes within Germany or abroad.

## **13. Statutory Warranty**

13.1 The statutory warranty shall follow the statutory provisions as amended from time to time unless agreed otherwise. Irrespective thereof, the Principal shall be entitled to demand remedy of the defects or a replacement delivery free of defects or cure (Nachbesserung) free or charge. Where the Contractor is in default of this, then the Principal may remedy or have the defect remedied by third parties at the Contractor's costs and demand reimbursement for the necessary expenses from the Contractor.

13.2 The Principal will inform the Contractor of defects in the delivery or service rendered as soon as they are detected in the course of proper course of business. To this extent, the Contractor shall waive the objection of delayed notification of defects (Einwand verspäteter Mängelrüge).



## 14. Industrial Property Rights and Rights of Use in Work Results

- 14.1 The Contractor assumes responsibility that
- a. The services and deliverables rendered are free of third parties' property rights that exclude or impair the Principal's use of the deliverables and
  - b. It is entitled to transfer or grant respectively relevant right of use to the Principal.
- 14.2 The Contractor shall hold the Principal harmless of any and all claims of third parties, including involved authors, that are asserted against the Principal due to the use of the service or deliverable rendered by the Contractor in accordance with the contract. This shall not apply where the Contractor was neither aware of nor able to recognize the existence of third party rights. The right of the Principal to demand damages and to withdraw from the contract according to the legal provisions remains unaffected thereof.
- 14.3 The Contractor shall grant to the Principal an assignable, sublicensable and irrevocable right unlimited in terms of place, time, and contents to use any and all tangible and intangible results created in the course of performing the work ("Work Results"). Granting the right of use shall be compensated by the remuneration agreed in the individual contract. The Principal has the right, including to but not limited, to exploit, to reproduce, to disseminate, to modify, to further develop the Work Results in full or in part and to have third parties carry out the aforementioned actions. The Contractor shall grant to the Principal the right of use in the Work Results even for types of use that are still unknown at the time of conclusion of the contract.
- 14.4 Work Results that the Contractor has individually produced or has had produced by third parties for the Principal ("Individual Work Results") shall pass to the Principal in the course of rendering the deliverables without any further condition and without any additional fee. In the event their transfer is not legally possible, the Contractor shall grant to the Principal an exclusive, assignable, sublicensable and irrevocable right of use unlimited in terms of place, time, and contents in such Individual Work Results free of charge.
- 14.5 The Contractor shall grant to the Principal a non-exclusive right of use in the extent described in item 14.3 in the methods, tools, and other programs that the Contractor uses by default ("Standard Materials") and that are integrated in the Work Results or Individual Work Results. Isolated transfer of the Standard Materials is not admissible.
- 14.6 The Contractor hereby expressly grants to the Principal the right to edit, analyze, modify, further develop, and use the work results by means of AI technologies, as well as to exploit and transfer such rights to third parties, in accordance with the other provisions of this contract. This includes the creation of new works and/or products and the use of algorithms, machine learning, and other AI methods. In particular, the Contractor hereby grants to the Principal the right to subsequently synchronize (re-dub) the work results and to use and exploit such modified versions in accordance with the terms of this contract.



14.7 Where the Contractor creates or adapts software in the course of them rendering the deliverables, the rights or use according 14.3. and 14.4. are not restricted to the object code but include the source code and the documentation of the created and adapted programs. .

14.8 Individual agreements agreed in the individual case by and between the parties in writing shall have priority over the rules according to Section 14.

### **15. Secrecy and Advertising**

15.1 The parties undertake to treat as confidential any and all information they have received directly or indirectly from the other party or a company associated with such party within the scope of their business relationship and to use such information only in the context with the specific order ("Confidential Information"). In particular, the parties will neither pass such Information on to third parties nor make it available to third parties in any other form and they will take any reasonable measures in order to prevent access of third parties to such Information. This will include, but not be limited to, creation and upkeep of suitable and required precautionary entry and access measures to premises, containers, IT systems, data carriers, and any other information media in or on which there is Confidential Information, as well as the execution of suitable instructions for those persons who are entitled to handle Confidential Information pursuant to this Section 15.

15.2 Where and to the extent that it is necessary within the scope of the order ("Need-to-know Basis"), the Parties may pass on information to the companies associated with them and to third parties bound to them by contract in relation with the individual order, unless this has been excluded for specific information in the individual case. The parties shall be responsible that the recipient is bound to and complies with at least equivalent obligations as stated in item 15.1. Item 3.6 shall be unaffected thereof.

15.3 The obligations to secrecy according to Section 15 shall not apply if and to the extent that information

- a. Is or becomes known to the public without a breach of this agreement, or
- b. Has been lawfully obtained from a third party, or
- c. Was already known to the receiving party, or
- d. Must be disclosed due to mandatory provisions or order by court, authority or by law, or
- e. Has been autonomously developed by the receiving party without use or reference to the other party's information, or
- f. Is disclosed by exercising a right of use pursuant to clause 15.

15.4 Unless agreed otherwise, the obligations to secrecy of the parties according to this Section 15 shall continue after completion of rendering the services or deliverables for a period of five (5) years.

15.5 In the event of termination of the contract regardless of the legal grounds, the Contractor shall hand over the Confidential Information, including any and all copies and records thereof to the extent they feature contents of the Confidential Information,

to the Principal without undue delay. To the extent and only for as long as required by law or by any applicable binding professional provisions, the Contractor has the right to keep one set of copies of the Confidential Information, but provided that the Contractor takes any required measure to keep such copy confidential. After a relevant obligation of storage ceases to exist, or after expiry of the obligation of storage respectively, the Contractor must return such documents to the Principal without undue delay.

15.6 The Contractor may point out any business relations with the Principal in advertising material only with the Principal's explicit consent in writing.

### **16. Data Protection**

16.1 When rendering the services and deliverables being the subject matter of the contract, the parties undertake to comply with the pertinent data protection provisions, including but not limited to the provisions of the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG-neu) as the controller or processor. Liability relating to the processing of personal data shall follow Art. 82 of the GDPR.

16.2 Where processing is to be carried out on behalf of a controller, the party shall enter into a contract for processing on behalf of a controller pursuant to the legal provisions of Art. 28 of the GDPR.

16.3 The parties shall ensure that any and all employees dealing with processing of personal data are bound to secrecy / confidentiality in writing.

### **17. Compliance with Legal Provisions and Guidelines / Compliance/Code of Conduct, Safety and Environmental Protection Provisions, Duty to Provide Information**

17.1 The Principal aligns itself with the standard of sustainable development and complies with internationally acknowledged, fundamental standards for occupational safety, health and environmental protection, labour and human rights and responsible governance (hereinafter "ESG Standards"). The Contractor undertakes to comply with the Code of Conduct for Business Partners of Haufe Group valid at the time of conclusion of the Agreement, which may be accessed on the Internet at the address [https://resources.haufegroup.com/HaufeGroup\\_Code-of-Conduct-Business-Partners-external-v.3.0.pdf](https://resources.haufegroup.com/HaufeGroup_Code-of-Conduct-Business-Partners-external-v.3.0.pdf). Moreover, the Principal calls on the Contractor to bind its subcontractors to comply with corresponding standards. Furthermore, where applicable the Contractor undertakes to comply with the current Third Party Security Requirements (3PSR), made available to it by the Principal. The Principal is entitled to check itself or have third parties commissioned by the Principal check compliance with the Code of Conduct and the 3PSR after an announcement at the Contractor's. A Contractor's infringement of the Haufe Group Code of Conduct for Business Partners or of the 3PSR give the Principal the right to terminate the contractual relation for good cause (außerordentliche Kündigung).

17.2 When executing the contract, the Contractor has to meet the provisions on occupational safety and on health and environmental protection specified in the Principal's order

## **18. Minimum Wage Provided by Law (German Minimum Wage Act (MiLoG)), German Posted Workers Act (Arbeitnehmerentsendegesetz), Prohibition of Illegal Employment**

18.1 The Contractor must safeguard that the employees it or its subcontractors or personnel service providers assigns to execute contracts with the Principal are paid the statutory minimum wage pursuant to the German Minimum Wage Act (MiLoG) or, where the deliverables to be rendered are subject to the scope of application of the German Posted Workers Act (AEntG), the relevant minimum wage applicable in the relevant trade.

18.2 It must also ensure that mandatory obligations to pay contributions to social security institutions, social accident insurance institutions (Berufsgenossenschaften), and other institutions such as the parties to collective agreement's joint institutions stated in Section 8 of the German Posted Workers Act have been complied with.

18.3 Upon selection of subcontractors or personnel service providers, the Contractor will verify performance of the prerequisites according to item 18.1 and bind them in writing for compliance with them. Moreover, the Contractor must have them confirmed in writing that they will demand the subcontractors or personnel service providers they commission to comply with the requirements as well.

18.4 In the event that an employee of the Contractor or by an employee of an assigned subcontractor, regardless of the degree, or a personnel service provider justifiably makes a claim for payment of the statutory minimum wage or minimum wage in the trade or by an institution of the parties to collective agreement stated in Section 8 of the German Posted Workers Act (AEntG) against the Principal like a surety (Bürge), the Contractor shall hold the Principal harmless of such claims.

18.5 The Principal is entitled to terminate the contract with the Contractor without notice where the Contractor is justifiably held liable under the guarantor's liability (Bürghaftung) pursuant to the German Minimum Wage Act (MiLoG) or the German Posted Workers Act (AEntG) respectively.

18.6 Moreover, the Contractor shall be liable towards the Principal for any and all damage incurred to the Principal due to culpable non-compliance with the obligations laid down in item 18.1 and item 18.2.

18.7 Any illegal employment of any kind whatsoever has to be refrained from.

## **19. Customs Duties and Export Controls**

19.1 The Contractor will comply with any and all applicable laws and provisions, including but not limited to, with regard to customs duty and export control as well as any and all requirements regarding the safety of the supply chain.

19.2 Upon the Principal's request, the Contractor is obliged to provide any and all required evidence, e.g. certificates or statements, to support the Principal in the course of

inspections by the authorities and to use a similar degree of care vis-à-vis its business partners.

19.3 The Contractor confirms by concluding the contract that it is not subject to any applicable sanctions and/or export controls. Where the Contractor is a legal entity, it shall also confirm that it (i) is neither directly nor indirectly held or controlled by a natural person or a company that is subject to applicable sanctions and/or export controls, and (ii) no member of its management is subject to applicable sanctions and/or export controls.

19.4 The Contractor shall inform the Principal without undue delay if it and/or a relevant person is subject to applicable sanctions and/or export controls.

19.5 The Principal is entitled to immediately end, cancel or suspend a transaction or performance of an obligation towards the Contractor without incurring any penalties, (i) in the event of breach of this Section 19 regarding the compliance with trade laws and trade provisions by the Contractor, (ii) where the Contractor or any person designated in this Section is or becomes subject to applicable sanctions and/or export controls and/or (iii) if performance of the obligations thus arising for us would infringe any applicable sanctions and/or export controls.

19.6 The Contractor shall hold the Principal harmless in full from damages that arise from a breach of sanctions, export controls and/or customs regulations by the Contractor or a third party commissioned by it.

## **20. Liability, Insurance**

20.1 Unless agreed otherwise in these General Terms and Conditions of Purchase, the Contractor shall be liable pursuant to the legal provisions.

20.2 The Contractor is obliged to insure the liability risks related to performance of the deliverables by taking out suitable and sufficient insurance in terms of reason and amount and, upon request, to provide proof thereof to the Principal.

## **21. Termination of the Contract**

21.1 The Principal may, where the performance of the deliverables is a performance of work (Werkleistung), terminate the contract or delimitable parts thereof at any time.

21.2 If the Contractor is responsible for the reasons of the termination, then the Principal must only pay the fully completed and proven services and deliverables rendered pursuant to the contract to the extent that they are of use to the Principal. Claims for damages of the Principal shall remain unaffected.

21.3 Where the Contractor is not responsible for the reasons of the termination, the Principal shall compensate the Contractor for the expenses provably incurred to the Contractor and directly resulting from the order until termination of the contract. The Contractor shall not be entitled to any further claims for performance or damages beyond this due to the notice of termination.

21.4 The property rights and/or right of use in the Work Results created until the notice of termination shall pass on to the Principal.

21.5 The right to terminate for good cause (außerordentliche Kündigung aus wichtigem Grund) remains unaffected. A good cause shall be assumed to be, including but not limited to, where the Contractor or a subcontractor commissioned by it fails to comply with or infringes a pertinent legal provision or a requirements according to Section 17 of these GTCP (including, but not limited to, compliance requirements) and the Principal therefore cannot not be expected to continue cooperation by taking any and all circumstances and weighing up the interests of both parties into account.

21.6 If the Contractor becomes bankrupt or ceases to make payments or a request to open insolvency proceedings in respect of the assets of the Contractors or one of its proprietors, then then Principal may withdraw from the contract for the part not yet performed without prejudice to any other rights.

### **22. Modifications to these GTCP**

22.1 The Principal is entitled to modify the GTCP even during the existing contract relation in compliance with the procedure below, provided that by taking the Principal's interests into account, the modification can be reasonably expected from the Contractor, i.e. it does not involve any substantial legal or economic disadvantages and there is a valid reason for the modification. Such reason exists, including but not limited to, where new technological developments or amended requirements in legislation and case law require a modification of the GTCP.

22.2 The Principal shall inform the Contractor of modifications of the GTCP no later than 30 days before such modifications are planned to enter into effect. The Contractor may object to the modifications in writing within 30 days after receipt of the notification. If no objection is lodged and the Contractor continues to carry out the services or deliverables after expiration of the objection period, then the modifications shall be deemed to be agreed to be effective for any and all deliverables to be rendered after the expiration of the deadline. The Principal shall point out the aforementioned deadline and the legal consequences of letting them pass without making use of the option of objection in the notification.

### **23. Place of Performance/Applicable Law/Place of Jurisdiction/Severability Clause**

23.1 The place of performance shall be the Principal's seat or the place determined by the Principal.

23.2 The parties agree that the contract may also be signed digitally and that the general (simple) electronic signature will suffice to meet the requirement of the written form.

23.3 Should one or several provisions of the contract be ineffective or invalid or contain a gap, then the validity of the remaining provisions shall remain unaffected. The invalid or ineffective provisions shall be construed or replaced by the parties in good faith to the

extent as can be expected in such a way so they correspond to the intended economic purpose. This shall apply to any gap as well.

23.4 This Agreement shall be governed by the law of the Federal Republic of Germany. Application of international uniform law, including but not limited to the UN convention on the international sale of goods, shall be excluded.

Where the Contractor is a merchant (Kaufmann) as defined in the German Commercial Code (Handelsgesetzbuch), a legal entity under public law (juristische Person des öffentlichen Rechts) or a special fund under public law (öffentlich-rechtliches Sondervermögen), the sole place of jurisdiction for any and all disputes arising from or in relation with this agreement shall be Freiburg i. Br., Germany. In any and all cases, however, the Principal shall be entitled to bring an action at the place of performance of the obligation to perform the deliverables according to the GTC or according to a prevailing individual agreement (Individualabrede) at the Contractor's general place of jurisdiction as well. Any prevailing legal provisions, including but not limited to exclusive jurisdictions, shall remain unaffected

## **B. Special Terms for IT Services**

### **1. Scope of Application**

1.1 In addition to Part A, the Special Terms in Part B shall apply to any and all IT services to be performed by the Contractor for the Principal.

1.2 IT services are, including but not limited to:

- a. Provisioning of software/hardware;
- b. Programming services (in standard and individual software) governed by contracts to produce a work (Werkvertrag);
- c. Development of Work Results;
- d. Cloud services;
- e. Maintenance and support services for software/hardware;
- f. Other IT services

1.3 Standard software is software or software systems that can be leased or purchased as ready-made products by the Principal and have been developed by the Contractor for numerous customers. Individual Software refers to software or a software system that has been specifically developed and/or customized for the Principal's requirements and needs and can be used exclusively by the Principal.

1.4 Work Results as defined in this Part B refers to any and all results of the services or performance objects that the Contractor creates within the scope of performing its obligations under the contract or in the context of it or that is related with its services for the Principal during the term of the contract. Work results are, including but not limited to, software, databases, object and source codes, documentations in any forms whatsoever, inventions, logos, and marketing material. They also include: websites,

layouts, graphics, frontends, backends, user interfaces, features and concepts, studies and analyses.

- 1.5 In the event of provisioning of Software for a limited period of time and/or use of Software limited for a limited period of time (such as SaaS), Section 536b of the German Civil Code (BGB) shall not apply. The risk shall pass upon provisioning of the leased Software or granting of the possibilities to access the Software.

## 2. Rights

- 2.1 Any and all rights in individually created Work Results, such as Software developments for the Principal (including Individual Software), shall be due to the Principal exclusively. The Principal, as the holder of such rights, has the exclusive right, but not the obligation to register any property rights in the Work Results.
- 2.2 Where it is not possible to transfer rights in Individual Software or Work Results for legal reasons, the Contractor shall grant to the Principal the exclusive, freely transferable and free sublicensable rights of use without restriction as to space, content, and time for any types of use whatsoever (including unknown types of use). This shall include, but not be limited to
  - a. The right to make Work Results available via tele communications media, mobile or via mobile applications for the purpose of retrieval on demand ("on Demand"), for download, and for reproduction; the social media right and the right of making works available to public (Recht der öffentlichen Zugänglichmachung), each irrespective of the type of the means or form of transmission. They shall apply to retrieval by any and all end device imaginable;
  - b. The multimedia right, i.e. the right to reproduce and to distribute the performance results on analogue, digital or any other data, audio/video and/or audio mediums of any kind whatsoever for the purpose of non-public communication (including, but not limited to, sales, letting, and gratuitous loans). This right shall include any and all types of storage media;
  - c. The right to permanent or temporary reproduction, in whole or in part, by any means and in any form whatsoever, including but not limited to loading, running, for permanent or temporary storage on electronic or electromagnetic or other storage media, such as hard drives, RAM, DVDs, memory cards, etc.;
  - d. The right to dissemination or distribution via any and all distribution channels, including as downloads via the Internet, or as a mobile application, in return for payment or without remuneration;
  - e. The right to make modifications, adaptations or any other transformations, to use and to have third parties use the Work Results in the original state or in a modified, translated, adapted or transformed form on any media whatsoever;
  - f. The advertising right, i.e. the right to use the Work Results for advertising purposes. Unless agreed otherwise in the individual case, the Contractor shall waive to be named as the author of the Software or in any other Work Results. In coordination with the Principal, the Contractor may be named as the author in the manner usual in the data processing field, or as the co-author in the documentation with their surname and a letter of their given name, as the case may be.



- 2.3 The Contractor shall ensure that its employees, executives (leitende Angestellte) and third parties assigned by the Contractor to render the performance (subcontractors) transfer or grant respectively rights to the same extent as described in the items above to the Principal. The same applies in the event of potential use/involvement of subcontractors and/or suppliers of the Contractor. The Contractor is - where applicable - obliged to mark the Work Results handed over in such a manner that the Principal can recognize which parts of a Software were developed specifically for the Principal, which parts belong to the Standard Software, and which one are or include open source components. Object and sources codes for Software created individually for the Principal will be handed over to the Principal including the code keys and the complete and materially correct documentation. Handing over the object and source code of the Software as a standard software is excluded. The Contractor shall grant the same rights of use in delivered or implemented/integrated standard software and/or the standard software used, shared or provisioned through the performance of the service as a non-exclusive right of use transferable to affiliated companies as defined in Sections 15 et seqq. of the German Stock Corporation Act (AktG). The granting of rights shall remain unaffected by termination of the contract or the individual order (regardless of the grounds) and shall survive such termination for an unlimited period of time and without restriction, unless the individual order contains other provisions regarding the term. The Principal may have Software, as a rule, used on several devices and by several persons simultaneously unless agreed otherwise.
- 2.4 The Principal accepts the transfer of rights or the granting of the rights of use upon conclusion of the contract.
- 2.5 The aforementioned transfer or granting of rights in the Work Results shall be deemed compensated for by payment of the agreed remuneration.

### **3. Open Source Software**

- 3.1 To the extent the Contractor uses open source software in the course of performing the services, it shall ensure that the applicable licensing terms of the relevant open source software are complied with and that its use will not restrict the Principal's use of the IT Services as intended or according to the contract respectively.
- 3.2 The use of open source software subject to a copyleft licence shall be inadmissible for the open source software components integrated into the Work Results or handed over otherwise to the Principal in the course of performing the services, unless the Principal has explicitly allowed this in writing in advance. Copyleft licences are licensing terms for open source software which may have the effect that further development of the Software or Software components combined or integrated therein may only be disseminated subject to the relevant licensing agreements. Without prejudice thereof and in the case of the Principal's consent, the Contractor shall ensure that the Principal will receive at least a non-exclusive right of use that is transferable to affiliated companies as defined in Sections 15 et seqq. of the German Stock Corporation Act (AktG).

- 3.3 The Contractor shall state for the open source software components integrated into the Work Results or handed over otherwise to the Principal in the course of performing the services, what specific components they are and what open source licensing terms they are subject to, and will submit the relevant text of the license to the Principal. Where required according to the relevant licensing terms, the Contractor shall hand over the source code of the open source software to the Principal.
- 3.4 The Contractor shall hold the Principal harmless of any and all third party claims and associated costs without restriction as to amount due to the use of open source software.

#### **4. Other Duties of the Contractor**

- 4.1 The Contractor shall render the IT Services pursuant to the current state of the art applicable upon conclusion of the contract and through staff that is qualified to render the services under the contract.
- 4.2 The Contractor shall always provide Software with the associated user documentation to the Principal. The user documentation will have to suffice for an average user to use the Software without the Contractor's assistance. Included operations manuals must enable an IT expert to install, to operate and to maintain the Software. In the case of Individual Software in object and source code, programming documentation and the development tools required for processing the Individual Software shall also be provided.
- 4.3 The Contractor shall inform the Principal as soon as a new version of the delivered Standard Software is available.
- 4.4 Where the Contractor requires access to the Principal's systems in order to render the services under the contract, this will only be possible by using the Principal's technologies and requires the Principal's explicit prior approval in text form.
- 4.5 Where the Contractor, due to their expertise, has technical concerns or doubts regarding the accuracy, completeness or fitness for purpose of
- a. Instructions, descriptions, or requirements of the Principal,
  - b. Documents provided by the Principal, and/or
  - c. Any data, whether stemming from the Principal or third parties, and/or
  - d. Services of other entrepreneurs or companies commissioned by the Principal,
- Or if, in the Contractor's opinion, there are circumstances in general that conflict with the performance of the IT services under the contract, then they must inform the Principal of their concerns or doubts in text form without undue delay, and where possible for the supplier, suggest suitable measures for remedy or improvement.

## 5. Statutory Warranty and Software Upkeep

- 5.1 The Software shall be deemed free of defects insofar as it provides the contractually agreed performance when used according to the contract. To this extent, the Contractor makes a representation (Zusicherung) that it free of any defects.
- 5.2 In the event that defects are detected within the limitation period, then the Contractor must remedy them within a time limit set by the Principal by creating and installing a new defect-free Software version. Any further claims of the Principal shall remain unaffected thereof.
- 5.3 The installation of the new Software version requires the Principal's prior approval in writing. By installing the new Software version, the Contractor undertakes to make the Principal's employees familiar with the new Software version through the relevant instruction.
- 5.4 The Contractor undertakes to provide a substitute solution at short notice in the event that they cannot remedy a defect in the Software at short notice. In this case, program documentations shall be edited accordingly.
- 5.5 The Contractor make representation that the Software is free of malware, such as viruses, Trojans, worms, whereas the relevant check of the Software by a current state of the art virus scan program will suffice.
- 5.6 The Contractor will offer Software maintenance services (including but not limited to hotline support and corrective maintenance after expiration of the warranty period) for a period of at least five (5) years starting upon delivery at arm's length.

As of: August 2024